



Suburban Bus Division of the  
Regional Transportation Authority

550 West Algonquin Road • Arlington Heights, Illinois 60005

PURCHASE ORDER NO. 229873 B	BEGIN DATE 26-DEC-19
CAPITAL No	END DATE 31-MAR-27
F.O.B	BUYER J Swider
PAYMENT TERMS Net 30 Days	PO: 1 OF 1

**BLANKET #**  
**229873 B 0**

MV Transportation  
Daniel Lee Director Contract Admin  
2024 College St  
Elk Horn, IA 51531

**NOTICE TO VENDOR**  
For prompt payment, send your invoice with PACE  
PO Number, in duplicate to:

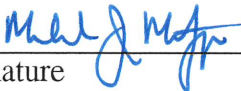
ACCOUNTING SECTION  
PACE – HEADQUARTERS  
550 W ALGONQUIN RD  
ARLINGTON HTS, IL 60005-4412  
(847) 364-8130

ITM NO	QUANTITY	U/M	SKU NO	DESCRIPTION	VEN PART NO	UNIT PRICE	EXTENSION
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1		Dollars		This confirms contract #229872 dated December 26, 2019 between the Suburban Bus Division of the Regional Transportation Authority (Pace) and MV Transportation, Inc. for City of Chicago ADA Paratransit Services			140,762,142.34
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Services provided shall commence on April 1, 2020.

Per Exhibit I, Attachment 6: Revenue Vehicle Requirements,  
"Contractor shall provide Pace floor plans and procurement specifications for approval prior to placement of the order."

For Internal Use Only	
1	51-58603.0000.508101.500
REQUISITION NO. 419292	TOTAL NOT TO EXCEED 140762142.34
Signature 	Date 12/26/19



Rocky Donahue  
Executive Director

December 5, 2019

Matthew Veach  
MV Public Transportation, Inc.  
2711 N. Haskell Avenue, Suite 1500, LB-2  
Dallas, TX 75204

**Reference: Request for Proposal 419292  
Chicago ADA Dedicated Paratransit Services**

**Subject: Amendment No. 5**

Dear Mr. Veach:

This Amendment No. 5 is being issued to incorporate the following modifications for Request for Proposal 419292.

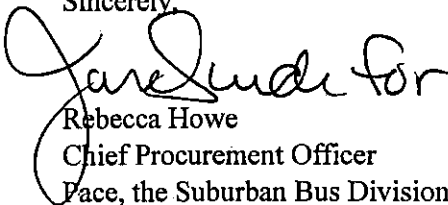
- 1) The following provision is added to the Contract: “Interpretation: The word “shall” when used in this Agreement is mandatory and not permissive.”
- 2) Exhibit F (Insurance Requirements) is replaced with the attached Exhibit F (Insurance Requirements).
- 3) Paragraph 17 of Exhibit D (Indemnification) is duplicative and therefore deleted in its entirety, and the language in paragraph 7 of the Contract (Indemnification) is replaced with the following: “Contractor must indemnify, defend, and hold harmless Pace, the Regional Transportation Authority (RTA), and their respective directors, officers, employees, and agents from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including attorneys’ fees, which may accrue against Pace and/or RTA arising out of the services and/or goods provided under this Contract, including any copyright or patent infringement or claim of such infringement. Contractor must further indemnify, defend, and hold harmless Pace, the RTA, and their respective directors, officers, employees, and agents from any and all claims by persons or entities that may arise out of and in the course of Contractor’s performance of this Contract and from any and all claims by Contractor’s employees, agents, or independent contractors which may arise out of and in the course of performance of this Contract. Any and all claims for unemployment benefits and workers’ compensation benefits are expressly waived by Contractor and Contractor’s employees, agents, and independent contractors, who must maintain separate policies of insurance as provided in this Contract. Within 14 days of receiving written tender of defense from Pace and/or the RTA regarding any claim under this indemnification provision, Contractor must provide each tendering party with a written response thereto. Contractor must appear and defend all suits brought upon such claim and must pay all costs and expenses incidental thereto; provided, however, each tendering party has the right, at its option and expense, to participate in the defense of any suit, without relieving Contractor of Contractor’s obligations under this indemnification provision.”

- 4) The last sentence of paragraph 17 of the Contract (Termination for Insufficient Funds) is replaced with the following: "In the event Pace determines that funds are not available from these sources to pay any remaining unpaid part(s) of this Contract, Pace's obligations to pay such unpaid part(s) of this Contract will be terminated immediately, and Pace will have no further obligations under this Contract, with the exception of payment for authorized service already performed and costs already accrued from the effective date of this Contract to the date of termination."
- 5) The third sentence of paragraph 9 of Exhibit D (Termination) is replaced with the following: "If Pace terminates this Contract other than for breach thereof by Contractor, Pace agrees to pay Contractor, and Contractor agrees to accept as its sole remedy, termination charges equal to the remaining unpaid costs accrued and obligated from the effective date of this Contract to the effective date of termination."
- 6) Paragraph 3 of the Contract (Time for Completion of Services) and Section XI of Exhibit I (Period of Performance) is replaced with the following: "The Contract period will be seven (7) years. This Contract shall be effective as of the date executed by Pace. Service provided under this Contract shall commence on April 1, 2020 and terminate after the last scheduled revenue vehicle hour on March 31, 2027. Pace shall have the option to request that the Contract period be extended for three years by providing Contractor with written notice prior to the expiration of the Contract period in which event Contractor shall have five (5) days to provide Pace with written notice of Contractor's approval or disapproval of the extension. In the absence of such notice by Contractor, Contractor shall be deemed to have approved the extension. In the event of Contractor's approval or deemed approval of the extension, the services provided under this Contract shall terminate after the last scheduled revenue vehicle hour on March 31, 2030."
- 7) The following language is added to the end of paragraph 12 of the Contract: "A change in Contractor's revenue hours may justify a rate adjustment to be negotiated by the parties if the change causes Contractor's existing service levels to increase or decrease by more than 20% for six (6) consecutive months. Contractor shall provide Pace with cost detail for each budgeted line item modified by an increase or decrease in the service level."

All other terms, conditions and modifications to the solicitation remain unchanged.

Please accept Amendment No. 5, dated December 5, 2019, by signing below and returning this acknowledgement to the attention of [jane.swider@pacebus.com](mailto:jane.swider@pacebus.com) on or before 2:00 PM CT, December 6, 2019.

Sincerely,

  
Rebecca Howe  
Chief Procurement Officer  
Pace, the Suburban Bus Division of the Regional Transportation Authority

**Read, acknowledged and agreed to on this date:** December 5, 2019

**MV Public Transportation, Inc.**

**By:** 

**Name:** Dorothea DePrisco

**Title:** Assistant Corporate Secretary



Rocky Donahue  
Executive Director

November 20, 2019

Matthew Veach  
MV Public Transportation, Inc.  
2711 N. Haskell Avenue, Suite 1500, LB-2  
Dallas, TX 75204

**Reference: Request for Proposal 419292  
Chicago ADA Dedicated Paratransit Services**

**Subject: Amendment No. 4**

Dear Mr. Veach:

This Amendment No. 4 is being issued to incorporate the following modifications for Request for Proposal 419292.

- Exhibit I, Scope of Work has been replaced with the attached Exhibit I, Scope of Work that is dated November 20, 2019.

All other terms, conditions and modifications to the solicitation remain unchanged.

Please accept Amendment No. 4, dated November 20, 2019, by signing below and returning this acknowledgement to the attention of [jane.swider@pacebus.com](mailto:jane.swider@pacebus.com) on or before 2:00 PM CT, November 21, 2019.

Sincerely,

Rebecca Howe  
Chief Procurement Officer  
Pace, the Suburban Bus Division of the Regional Transportation Authority

**Read, acknowledged and agreed to on this date:** November 21, 2019

**MV Public Transportation, Inc.**

By:

Name: Dorothea DePrisco

Title: Assistant Corporate Secretary

AGREEMENT CONTRACT FOR THE PROVISION OF CHICAGO ADA DEDICATED PARATRANSIT SERVICE

THIS CONTRACT is entered into ( December 26, 2019 ), by and between Pace, the Suburban Bus Division of the Regional Transportation Authority, an organization under the laws of the State of Illinois (hereinafter called Pace) and ( MV Transportation, Inc. ) hereinafter called (Contractor) having regional offices located at ( 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204 ).

1. Scope and Description of Services: The Contractor shall perform the transportation services described in detail in *Exhibit I, Scope of Work* on a fixed unit price basis. Paratransit services shall be provided to and from origins and destinations that lie within an area approximately 3/4 of a mile on either side of existing Chicago Transit Authority (CTA) fixed routes and rail stations in the City of Chicago during the hours and days the service operates and in areas designated by Pace.
2. Basis of Award: Award will be made to the vendor(s) who represent the best overall value to Pace. These Contract(s) shall be effective as of the date when they are signed by Pace and a fully executed Contract is mailed to the winning proposer.
3. Time for Completion of Services: The contract period will be seven (7) years, with one (1) three-year option. This Contract shall be effective as of the date executed by Pace. Service provided under this Contract shall commence on April 1, 2020 and terminate after the last scheduled revenue vehicle hour on March 31, 2027. In the event that the three-year Pace option is exercised, the services provided under this contract shall terminate after the last scheduled revenue vehicle hour on March 31, 2030. The three-year option may be added at Pace's sole discretion.
4. Terms of Payment for Services: Compensation for services by the Contractor shall be paid in accordance with this section, but total compensation shall not exceed the sum of \$ 140,762,142.34 in accordance with Exhibit A, Price Proposal.

The Contractor is required to provide Pace with a monthly report in accordance with Exhibits G and I, including a statement of the monthly fee charged for the service, fully reconciled invoice for the month of service, by the **fifth (5<sup>th</sup>)** day after the end of the month for which service is provided. Pace will pay the Contractor within thirty days from the date the report is received. Pace shall have the right to reduce payment to the Contractor by any liquidated damages due Pace for failure to comply with service, performance, or maintenance requirements as specified in Exhibit I or for any scheduled service either not performed or satisfactorily documented. In the event of failure by the Contractor to comply with any requirement of the Contract Pace may, upon notice to the Contractor, withhold payment until the Contractor is in compliance.

5. Pace DBE Requirements: Pace has determined that Zero Percent (0%) DBE participation is required for this contract. Pace encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities.
6. Insurance Requirements: The successful bidder will be required to provide evidence of all required insurance coverage, limits, endorsements, etc. for the duration of the contract plus two additional years. Evidence of required insurance coverage shall be provided on an Acord 25-S (or equivalent)

Certificate of Insurance form. The Certificate of Insurance and required policy endorsements (CG 20 10 or CG 20 37 or CG 20 26, CA 2048, etc.) must be submitted to and approved by Pace *prior to* contract award and *prior to* the required insurance policy expiration date. For a complete list of all insurance coverage requirements, please see Exhibit F of this RFP.

7. Indemnification: The Contractor shall indemnify, keep and save harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the services or products provided under this Contract, including any copyright or patent infringement or claim of such infringement arising from the intended use of goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Pace, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its performance of this contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.
8. Pace Risk Management Program for Contractors: The Contractor shall require its employees to cooperate with and assist Pace, and any claims service agencies, investigators and attorneys employed by or on behalf of Pace in the administration, investigation and defense of any and all claims for bodily injury, property damage, or physical damage to Pace vehicles asserted against Pace arising out of the provision of Transportation Services pursuant to the contract. If so requested, the Contractor shall comply with all accident and incident notification and reporting requirements provided for in the Pace Paratransit Manual and any revisions thereto.
9. Drug/Alcohol Policy: The Contractor shall comply with the Pace Drug/Alcohol Policy contained in the Pace Paratransit Manual and as attached as Exhibit E.
10. Fare Collection Responsibilities: The Contractor is responsible for collecting all fares required under this Contract and for maintaining records and deposit receipts for the fare revenue collected. All fares are to be retained by the Contractor. The Imputed Fare is to be deducted from the total monthly fee charged to Pace. The Imputed Fare is calculated by multiplying the number of riders, by category, times the required fare for each category.

All fares are to be collected as the passenger boards the vehicle. Passengers must pay the exact fare when boarding the vehicle. Vehicle operators cannot make change. After each fare has been deposited, the operator shall check the inspection plate for the correct fare and after it has been determined that the correct fare has been deposited, trip the inspection plate to clear it for the next fare.

Operators must be prepared to honor and issue transfers. A valid transfer will permit the bearer to change from one service to another without paying an additional fare. Each operator must have a valid transfer book, a punch and a timepiece with the correct time. A valid transfer book is one that has the current date punched and is punched with the number 999. Transfers are valid only on the date of issue for a two-hour time limit from the time they are issued. A transfer may only be used by the person to whom it was issued. It is non-negotiable and cannot be exchanged for a cash refund at any time. The Contractor is responsible for implementing all the rules and regulations of Pace regarding transfers.

The Contractor must honor any other device, ticket or coupon to ride on the system as authorized by Pace.

If a foreign coin, jewelry, other object, or money in excess of the required fare is accidentally dropped into the farebox, the operator shall have the passenger fill out a courtesy card with a description of the object or money, his/her name, address, phone number, time, date and vehicle number. The operator shall immediately notify the dispatcher who shall record the occurrence. The Contractor shall return the object and/or money to the individual.

11. Contract Documents: The following Exhibits are attached hereto and made a part hereof and shall become a part of any contract award:

- Exhibit A: Price Proposal
- Exhibit B: RFP Process
- Exhibit B: Attachment 1 – Performance History
- Exhibit C: Request for Change to Terms and Conditions (if proposed and if accepted)
- Exhibit D: General Contract Provisions
- Exhibit E: Drug and Alcohol Testing Program
- Exhibit F: Insurance Requirements
- Exhibit G: Paratransit Manual for Private Providers Contracting Directly with Pace
- Exhibit H: System Security and Emergency Preparedness Plans
- Exhibit I: Scope of Work
- Exhibit J: Terms and Conditions Applicable To Pace Paratransit Equipment
- Exhibit K: Frequently Asked Questions for Pace Paratransit Services
- Exhibit L: Vendor’s Technical Proposal/Vendor’s Documents

12. Service Changes: Pace shall have the right to require the Contractor to increase or decrease the maximum number of trips or vehicle hours of service per day under this contract, at the unit costs specified in *Exhibit A, Price Proposal*, upon fourteen (14) days written notice to the Contractor. These service changes will be executed by Change Orders issued by the Chief Procurement Officer.

13. Retention of Records: The Contractor shall maintain records to verify the actual time devoted and costs incurred. These records shall be maintained for a minimum period of five years after completion of the contract at which time the Contractor may request permission from Pace to dispose of the records. For purposes of this Contract, records include all work reports, payrolls, worksheets, accounting documents, contracts, vouchers, insurance policies, orders, trip sheets and other data pertaining to compliance with any and all terms of this Contract. Upon fifteen (15) days notice from Pace, all time sheets, billings, and other documentation used in preparing said records shall be made available for inspection, copying, or auditing by Pace at any time during normal business hours at Pace's headquarters location.

14. Ownership of Records: Pace retain ownership of all plans, specifications, and related documents, and all other documents, including but not limited to those mentioned above, prepared by the Contractor under the contract.

15. Audit and Inspection of Records: Pace, or its designee may perform, at any time, one or more audits and/or inspections of the books, records, fareboxes, and accounts of the Contractors with regard to compliance with the provisions of this Contract. The Contractor agrees to comply with all requests to

have equipment available as requested by Pace for the completion of farebox audits. Contractor shall promptly remit to Pace any overpayments identified as a result of the audit and inspection. The Contractor shall permit the authorized representative of Pace, the Regional Transportation Authority, the State of Illinois, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the Contract. Contractor acknowledges and agrees that representatives of the Office of Executive Inspector General and Office of Inspector General of Pace, have the authority and ability to: examine any record, information, data, reports, plans, projections, matters, contracts, correspondence, or other materials, and interview any employee, officer, or agent of Contractor with respect to performance of the terms, and provision of goods and/or services of this contract. Contractor agrees to cooperate fully and expeditiously with any investigation or audit conducted by an Inspector General.

16. Compliance with Laws and Regulations: The Contractor warrants that it now has and will continue to have during the term of the contract, all necessary licenses, certifications, or other documents required by all government agencies, federal, state or local, which authorize or empower service operation.
17. Termination for Insufficient Funds: It is expressly agreed that Pace's obligation to pay for the services provided under this Contract shall be limited to the availability of funds from (1) Pace's revenues and budget for the fiscal years covered by this Contract and from (2) funds that may be received from the Federal Transit Administration, the Illinois Department of Transportation, the Regional Transportation Authority, and/or other funding agencies to be specifically applied for the services provided under this Contract. In the event that Pace determines that funds are not available from these sources to pay any remaining unpaid part or parts of the Contract, Pace's obligations to pay such unpaid part or parts of the Contract shall be terminated immediately and Pace shall have no further obligations under the Contract in respect to payment, with the exception of payment for authorized service already performed and costs already accrued.
18. Proposal Submittal Check List: (The following documents should be submitted with your proposal to be a responsive proposal)
  - The following exhibits shall be returned with signature(s) notary, and date(s) where stated.
    - Agreement Contract
    - Completed Price Proposal (Exhibit A)
    - Completed Performance History (Exhibit B, Attachment 1)
    - Request for Change to Terms and Conditions (Exhibit C), if required
    - Sign and **notarize** the Non-Collusion Affidavit (Exhibit D)
    - Sign the Contractor's Certification Regarding Suspension and Debarment (Exhibit D)
    - Complete and sign the Certification of Restrictions on Lobbying (Exhibit D)
    - Complete and sign the Conflict of Interest Disclosure Statement (Exhibit D)
    - Complete and sign the Certification of Compliance with Pace's Drug & Alcohol Policy and Testing Program (Exhibit E, Attachment 2)
  - Acknowledge any addenda (if any) on page 5 of this *Agreement Contract*; submit all documents as instructed by the addenda
  - Price Proposal (Exhibit A) shall be submitted in a separate sealed envelope marked Price Proposal for RFP No. 419292 for Chicago ADA Dedicated Paratransit Services.
  - Exhibits B, F, G, H, I, J, and K will be incorporated into the contract at the time of award, and if changed by addendum the addendum will be incorporated. Proposers do not need to include a printed copy of these exhibits with their submittal.



**Addendum Acknowledgment:** The proposer hereby acknowledges receipt of the following Addenda that are incorporated herein by reference. (If there were No Addenda, write "NONE"). **Failure to acknowledge Addenda may be cause for the proposal to be considered non-responsive.**

Addendum No. 1  
Addendum No. 2  
Addendum No. 3

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates recited below:

**CONTRACTOR**

**PACE, SUBURBAN BUS DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY**

MV Transportation, Inc.  
Company Name

Melissa Muffa  
Signature

2711 N. Haskell Ave, Suite 1500 LB-2  
Street Address

GENERAL MANAGER AND  
CHIEF OPERATING OFFICER  
Title

Dallas TX 75204  
City, State & Zip Code

12/26/19  
Date of Award

Erin Niewinski  
Authorized Signature

July 10, 2019  
Date

Erin Niewinski  
Printed/Typed Name

Interim Chief Financial Officer  
Title

972.391.4831 / 707.446.4177  
Telephone Number and Fax Number

erin.niewinski@mvtransit.com  
E-mail Address

MV TRANSPORTATION, INC.

SECRETARY'S CERTIFICATE

June 24, 2019

The undersigned, being the Secretary of MV Transportation, Inc. (the "Company"), hereby certifies, in her capacity as Secretary of the Company, the following:

1. The following officers have been duly appointed by the Board of Directors to the office set forth opposite their name:

Tom Egan, Chief Executive Officer  
Mark Collins, President and Chief Operating Officer  
Erin Niewinski, Interim Chief Financial Officer  
Scott Sosnowski, Chief Sales Officer  
Emily Somerville, Secretary  
Dorothea DePrisco, Assistant Secretary

2. The officers listed herein are authorized, in the name and on behalf of the Company, to submit proposals and enter into and bind the Company to contracts with respect to Requests for Proposals consistent with internal approval requirements.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate to be effective as of the date set forth above.

  
\_\_\_\_\_  
Emily Somerville, Secretary



Rocky Donahue  
Executive Director

DATE: July 17, 2019

Request for Proposal No. 419292  
Chicago ADA Dedicated Paratransit Services  
Addendum No. 3

Dear Prospective Proposer:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. 3 shall replace **Agreement Contract, Page 1 of 5**, with the enclosed **Agreement Contract, Page 1 of 5**, which has been changed. The new **Agreement Contract, Page 1 of 5**, is marked **ADDENDUM NO. 3** and is dated July 17, 2019.

Addendum No. 3 shall replace **Exhibit B, RFP Process, Page 2 of 10**, with the enclosed **Exhibit B, RFP Process, Page 2 of 10**, which has been changed. The new **Exhibit B, RFP Process, Page 2 of 10**, is marked **ADDENDUM NO. 3** and is dated July 17, 2019.

Addendum No. 3 shall replace **Exhibit I, Scope of Work** with the enclosed **Exhibit I, Scope of Work**, which has been changed. The new **Exhibit I, Scope of Work** is marked **ADDENDUM NO. 3** and is dated July 17, 2019.

Addendum No. 3 is being issued to provide responses to questions submitted by proposers. The following outlines questions submitted by potential proposers and Pace's response to these questions.

See Attachment No. 1

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

**This Addendum No. 3 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 5 of the Agreement Contract for the Provision of Chicago ADA Dedicated Paratransit Service. Failure to acknowledge addenda may be cause for the proposal to be considered non-responsive.**

The meeting has been changed from to at the following locations and times: .

The receipt of proposal date remains Thursday, July 25, 2019 at 2:00 P.M.

The date is extended from to at 2:00 P.M. received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Questions and Answers
2. Agreement Contract Page 1 of 5
3. Exhibit B, RFP Process Page 2 of 10
4. Exhibit I, Scope of Work & Attachments

QUESTIONS FOR RFP 419292 CHICAGO ADA DEDICATED SERVICE

1. We recognize Pace's intent to use Trapeze scheduling software for the services considered in this RFP. Is Pace open to responses that propose new software, if such software can be demonstrated to provide a higher quality of service and efficiency, and the contractor can ensure a seamless transition between the legacy and new systems and infrastructures?  
**Pace Response: As described in *Exhibit I Scope of Work*, Section VII STANDARDS/ REQUIREMENTS / Item K Computerized Scheduling and Dispatch System: Pace services are networked throughout the region. Trapeze software is employed to manage transportation services. Proposer may propose any innovations in the service plan in addition to Trapeze that may increase service efficiency.**
2. I don't understand how there is 0% DBE participation on this RFP. Is this a new Pace policy to have 0% participation. We have been terminated from at least three contracts in the last two years due to Pace's 0% DBE policy. I look forward to your response. This really does hurt small businesses.  
**Pace Response: Why No Goal? The Federal Regulations state in part under 49 CFR 26.51: "You may use contract goals only on those DOT-assisted contracts that have subcontracting possibilities." The DBE Department reviewed the scope of work and the independent cost estimate, to determine if any portion of the work can be subcontracted to another vendor/ subcontractor. It was determined this project does not allow for subcontracting to another firm. Setting a DBE goal would be unattainable. Therefore, it is in the best interest of Pace to set a 0% goal.**
3. Will Pace accept bids with a pricing proposal and capacity listed below 25%?  
**Pace Response: No. Reference *Exhibit A Price Proposal*. Proposers are to submit pricing at 25% of capacity for an equitable evaluation of all bids. Adjustments to service levels shall be negotiated in the best and final offer phase of this procurement. Trip distribution shall be assessed by carrier capacity (with targeted growth for those with less than 25% capacity) at the start of the contract. During the life of the contract trip distribution may be increased or decreased based on carrier performance.**
4. Will Pace accept an alternate proposal to the service delivery?  
**Pace Response: Proposers service plan must meet all requirements described in the RFP for an equitable evaluation of all bids. Pace is receptive to service innovations. An alternate proposal may be submitted in a separate envelope marked ALTERNATE PROPOSAL and sealed. The Alternate Proposal may be reviewed in the best and final offer (BAFO) phase of the procurement process. Pace reserves the right to accept or decline Alternate Proposals.**
5. Page 121 of the RFP, page 9 of the PACE Paratransit Manual, requirement No. 5 states: Operators must have a valid Commercial Driver License (CDL), in order to operate a vehicle requiring a CDL. The CDL must be a minimum class "C" license with a passenger (P) endorsement. It is the Contractor's responsibility to determine that the operator's license is valid, and of the correct classification. It is the Contractor's

**Attachment No. 1**  
RFP 419292

responsibility to assure that a vehicle requiring a CDL is assigned to an Operator with the proper CDL license and endorsements.

**Question:** Please confirm that if a vehicle does not require a CDL, is a normal valid DL acceptable for operators?

**Pace Response: A vehicle that is less than 16,001 pounds may have a non-CDL (D driver's license). A vehicle that is designed to transport 16 or more passengers including the operator, regardless of the vehicle size/weight, must have an operator with a valid CDL.**

6. Page 121 of the RFP, page 9 of the PACE Paratransit Manual, requirement No. 6 states: Contractors must obtain the Motor Vehicle Record(s) (MVR) of anyone operating in Pace service ("Operator") from each state where the Operator held or holds a commercial driver's license during the preceding five years and, upon receipt of an MVR, forward a copy to Pace. Each MVR shall be individually assessed in accordance with applicable EEOC guidelines.

**Question:** Please provide detail on the type of MVR required.

**Pace Response: Court purpose state certified abstract.**

7. Page 334 of the RFP, Exhibit I page 35 of 83 states:

**A. Rider Travel Time**

While the dispatcher shall attempt to schedule a series of pick-ups so as to load the vehicle to the highest capacity and operate at the highest possible productivity, the dispatcher shall also attempt to minimize a rider's ride time to ensure that it is not excessive.

*Standard:* Rider travel time shall be comparable to or less than the travel time for the same trip on fixed-route buses, including walk time and all bus transfers associated with the trip. The Contractor shall use the *RTA Trip Planner* at [www.rtachicago.org](http://www.rtachicago.org) to determine if their travel times are equal to or less than the fixed-route travel time. This standard shall not apply when verifiable circumstances exist beyond the Contractor's control, such as inclement weather, unusually heavy traffic, etc.

**Question:** If a travel time does not display on the RTA's site, what would be an acceptable secondary method to determine if travel times are equal or less than fixed-route travel times?

**Pace Response: As stated, the RTA Trip Planner is required to be used. Pace may consider alternatives and will notify Contractors of any approved change.**

8. Page 349 of the RFP, Exhibit I page 50 of 83 states:

**VIII. LIQUIDATED DAMAGES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARDS**

Pace requires the Contractor to meet or exceed the Performance Standards specified in this Contract.

Pace may waive liquidated damages for Contractor failure to meet the contract service standards and requirements if Pace determines extenuating circumstances beyond the control of the Contractor exist and Pace determined the Contractor made a good faith effort to meet the contract service standards and requirements. Pace may

**Attachment No. 1**  
RFP 419292

consider waiving liquidated damages in full or in part for each required standard, for which a liquidated damage is assessed, on a case-by-case basis.

**a Question:** Please define an extenuating circumstance beyond the control of the contractor.  
**Pace Response:** An example of an extenuating circumstance is when extreme weather or unpredicted power outages may have resulted in adjusted liquidated damages for the time period involved.

**b Question:** Please clarify what constitutes a good faith effort to meet contract service.  
**Pace Response:** A good faith effort is what a reasonable person would determine is a diligent and honest effort under the same set of facts or circumstances. This would include the contractors communicating with Pace to resolve any outstanding issues timely.

**c Question:** Please provide the appropriate format to request a waiver.  
**Pace Response:** Regarding liquidated damages, a request for waiver of liquidated damages are for extenuating circumstances only and requires verifiable justification documentation. This is on a case by case basis. Waivers to any other required service parameters in this RFP shall be adhering to *Exhibit D, Section A, 15.c*.

9. Page 351 of the RFP, Exhibit I page 52 of 83 states:

1. General Monthly Reporting – Pace may impose liquidated damages in the amount of \$500.00 per month if the Contractor exhibits a pattern of failure to comply with Pace's reporting requirements by submitting inaccurate or incomplete reports.

**Question:** Please define what Pace considers a pattern of failure to comply with reporting requirements.

**Pace Response:** Pace considers a “pattern of failure” to have occurred when issues regarding contract compliance continue to be repeated.

10. Page 351 of the RFP, Exhibit I page 52 of 83 states:

3. Accident Reporting – Pace may impose liquidated damages in the amount of \$500.00 per incident if the Contractor exhibits a pattern of failure to comply with Pace guidelines on accident reporting and handling.

**Question:** Please define what Pace considers a pattern of failure to comply with these guidelines.

**Pace Response:** Pace considers a “pattern of failure” to have occurred when issues regarding contract compliance continue to be repeated.

11. Page 311 of the RFP, Exhibit I page 12 of 83 states:

**Component III – Additional Service to Meetings and Hearings:** During the term of this Contract, Pace may require the Contractor to provide service to and from meetings, public hearings, and other events as specified by Pace.

**Question:** Will Pace reimburse the contractor for staging time and/or deadhead?

**Pace Response:** See revised *Exhibit I Section IX Data and Reporting D. Additional Payment for Non-Revenue Hours*.

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12. Page 54 of 83, Exhibit I: Regarding billing, please provide an outline of Pace’s process once an invoice is submitted by the 5<sup>th</sup> day of the month. If there are Pace-perceived errors, can Pace ask for a reprint within five (5) days of receipt of invoice? Please confirm that Pace will pay contractors within 30 days of receipt of adjusted invoice.

**Pace Response: Pace reviews Contractor invoices upon receipt. Contractors are responsible for reconciling data daily. All errors are to be corrected daily. Pace pays net 30 upon receipt of a fully reconciled Contractor invoice. The invoice date shall reflect the date the fully reconciled invoice is submitted to Pace.**

13. Please provide the current revenue hours by provider for the City of Chicago project.

**Pace Response: See information below. Information for total revenue hours is provided in Attachment #2 to Exhibit I, Scope of Work.**

May 2019	REVENUE HOURS	OTP	PRODUCTIVITY	LIQUIDATED DAMAGES
CDT	54,564.13	84.92	1.35	\$587,118.39
SCR	59,426.59	91.40	1.39	\$377,145.06
MV CHICAGO	22,471.93	91.38	1.43	\$131,287.20
FT CHICAGO	14,397.99	89.47	1.26	\$40,952.76

14. Please confirm all bidders must include the cost of fuel in their cost proposal.

**Pace Response: Proposers must include the cost of fuel in their proposal. Pace does not provide fuel for this contract; therefore, the cost is the responsibility of the Contractor. (See Question 28 in Exhibit K Frequently Asked Questions.)**

15. Please confirm that no bid bond is required.

**Pace Response: A bid bond is not required. (See answer to Question 16 in Exhibit K Frequently Asked Questions)**

16. Please provide productivity and OTP data by provider.

**Pace Response: See info below. In addition, information is provided in Attachment #2 to Exhibit I, Scope of Work.**

May 2019	REVENUE HOURS	OTP	PRODUCTIVITY	LIQUIDATED DAMAGES
CDT	54,564.13	84.92	1.35	\$587,118.39
SCR	59,426.59	91.40	1.39	\$377,145.06
MV CHICAGO	22,471.93	91.38	1.43	\$131,287.20
FT CHICAGO	14,397.99	89.47	1.26	\$40,952.76

17. Please indicate if the Contractor is allowed to request service hour rate changes for increases/decreases in cost, if services are restructured from the current City of Chicago service area.

**Pace Response: The contract is a firm fixed price contract. The Contractor may propose a change under the changes clause in Exhibit D, Section A, 15.c.**



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18. Please provide the current rates for each provider.

**Pace Response:** See information below. Please note the rates below for the current Providers include all operating cost. The pricing structure for this RFP does not parallel to the current contract.

	Service Level A – Average Number of Weekday Service Hours = 1 to 700 hours per weekday	Service Level B – Average Number of Weekday Service Hours = 701 to 1500 hours per weekday	Service Level C – Average Number of Weekday Service Hours = Over 1500 hours per weekday
<b>Option 1 – Hourly Rates With Call Center</b>			
CDT	\$79.85	\$79.85	\$79.62
1 <sup>st</sup> Transit Chicago	N/A	N/A	N/A
MV Chicago	\$74.461	\$69.141	\$65.126
SCR	\$79.58	\$78.57	\$77.65
<b>Option 2 – Hourly Rates Without Call Center</b>			
CDT	\$75.20	\$75.20	\$74.96
1 <sup>st</sup> Transit Chicago	\$71.01	\$70.95	\$67.48
MV Chicago	\$70.726	\$66.978	\$63.608
SCR	\$75.89	\$74.92	\$74.06

19. Please provide the total number of vehicles each current service provider has assigned to them, for the Pace City of Chicago project.

**Pace Response:** Pace does not assign vehicles. Below is the current number of vehicles registered for Pace service by service provider.

Chicago ADA Contractor Fleet	Vehicle Count
<b>CDT</b>	<b>272</b>
<b>1<sup>ST</sup> TRANSIT CHICAGO</b>	<b>98</b>
<b>MV CHICAGO</b>	<b>130</b>
<b>SCR</b>	<b>269</b>
<b>TOTAL ACTIVE VEHICLES AS OF 5/31/19</b>	<b>769</b>

20. Exhibit I, page 62 of 83 Attachment 1: The table indicates the average Revenue miles per trip and average direct miles per trip.

a. **Question:** Can Pace please clarify the difference between these two numbers?

**Pace Response:** The Revenue miles are miles traveled in route. The Direct miles are the distance of a direct trip (not shared ride) of the origin and destination of the trip.

b. **Question:** Can Pace please provide the average service miles per trip (revenue miles plus deadhead miles)?

**Pace Response:** See revised *Exhibit I Attachment 2: Trip and Ridership Information for Service Miles.*

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- c. **Question:** Would Pace be able to provide this information for each current contractor providing service?

**Pace Response: No. This information is not available.**

21. Exhibit I, page 50 of 83, A. (Liquidated Damages for On-time Performance, Late Pick-ups):

The penalty for this LD has been increased from 20% to 40% for the balance of trips below the On-Time performance standard. This will have a significant negative impact on contractor pricing, while at the same time contractors have less control over routes, given that responsibility for reservations is moving to the RMMCC.

- a. **Question:** Please confirm that the LD assessment was intended to be increased by 100% (.20 moving to .40).

**Pace Response: Yes, LD for on time performance is at 40%. Contractors shall have full control of their respective routes. Daily operations of service is the responsibility of the Contractors. On time performance is a priority and the liquidated damages shall be remain as described in *Exhibit I. Scope of Work*.**

- b. **Question:** Would Pace consider adjusting this assessment back to 20%, allowing for less risk for contractors, and in turn better pricing to Pace?

**Pace Response: No, late trips are risk to Pace and no change will be made. LDs for late trips shall remain as described in *Exhibit I. Scope of Work*.**

22. Exhibit I pages 24 and 15, Hours of service, page 15 component 1, 2-a: *Currently, ADA Paratransit service is operated 24 hours a day, seven days a week. Page 24 first sentence, 4<sup>th</sup> paragraph: For this Contract, the Contractor shall notify Pace, in writing, prior to the start of the Contract, of the scheduled hours that each dispatcher and scheduler will work.*

**Question:** Please confirm that contractors should assume a 24-hour, 7 day a week schedule when building staffing schedules and pricing.

**Pace Response: ADA Paratransit service operates 24 hours, 7 days a week. The service plan proposed, including operating hours, shall be assessed in the Technical evaluation process.**

23. Exhibit I page 45 of 83, L:

**L. Video Surveillance System**

Pace will require the Contractor to purchase and install surveillance cameras, computer equipment, and software in vehicles used in Pace service. A comprehensive on-board surveillance system is required with off-board data collection and maintenance for managing incidents and operations. The system shall include, but not be limited to, the following features:

**Question:** Would Pace consider adjusting the required features to the following?

- Cameras with video resolution of at minimum 1920x1080 is required for event investigation.
- Adjust video resolution to 752x548 resolution.

**Pace Response: This resolution may be submitted in your Proposal and will be evaluated by Pace.**

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- Continuous recording, inconspicuous manual activation, and event-based camera activation including the ability to retain continuous recording access for a period of no less than thirty (30) days up to sixty (60).
  - Adjust to Triggered events available for 30 or 60 days.  
**Pace Response: The proposed Video Surveillance System shall comply with continuous recording requirements detailed in *Exhibit I, Scope of Work*.**
  
- Camera system data, including date/time, location, speed, door status, alarm sensor, event sensor information, etc.
  - Adjust to Triggered events that will show date/time, location, speed, and event sensor info.  
**Pace Response: The proposed Video Surveillance System shall comply with camera system data requirements as detailed in *Exhibit I, Scope of Work*.**
  
- Off-board data management.
  - Adjust to allow for online portal data management.  
**Pace Response: This may be proposed and will be evaluated. Contractor shall detail how the online portal data management compares to the Off-board data management.**

24. Exhibit I, page 11.

- a. Please confirm that the RMMCC will be responsible for reservations and initial scheduling for all service provided within this procurement for all contractors performing service delivery.

**Pace Response: Yes. Currently the RMMCC does not take reservations for the City of Chicago ADA Paratransit service. Reservations are currently taken by the contracted service provider. For this RFP the RMMCC shall negotiate trips requests using solutions from the Trapeze system networked with the Contractors. The Contractor's run structure yields the solutions. It is the Contractors responsibility to manage their respective runs to optimize productivity. See *Exhibit I, Scope of Work, Section, Reservations, Scheduling, Dispatching, Window Dispatching and Relationship of Contractor to Call Center*. Reservations are the responsibility of the RMMCC. Trips are scheduled and confirmed at the time of booking using Trapeze scheduling and routing database. The expectation is that the Proposer has the expertise to work within a central call center environment.**

25. Exhibit I, page 40.

- a. The RFP states that the contract is required to provide a phone line that 800# points to with option to choose reservations, ETA, etc. Please confirm that this is required due to the RMMCC taking all reservations and ETA calls.

**Pace Response: The Contractor shall not be responsible for the 800#. See revised *Exhibit I Scope of Work*.**

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26. Exhibit A, page 2.
- a. City of Chicago Minimum Wage increases take place July 1 of each year and are posted at least a few months earlier. With the Contract starting April 1, 2020 and the first potential price escalation increase occurring April 1, 2021, nine (9) of those months, (July 1, 2020 through April 1, 2021), could have had a higher City of Chicago Minimum Wage. Would Pace consider using the July 1 rates for each year, (including July 1, 2020), for the annual price escalations?

**Pace Response: No. Prices shall remain firm through March 31, 2021. Beginning April 1, 2021, the Contractor may request a price adjustment per the Price Escalation Clause in *Exhibit A. Price Proposal*.**

27. Addendum 2, Question and Answer 4.
- a. If Contractors provide rates for 25% of the total annual hours, how will the pricing be determined (negotiated) when award is higher or lower than 25%?

**Pace Response: No. Reference Exhibit A Price Proposal. Proposers are to submit pricing at 25% of capacity for an equitable evaluation of all bids. Adjustments to service levels shall be negotiated in the best and final offer phase of this procurement. Trip distribution shall be assessed by carrier capacity (with targeted growth for those with less than 25% capacity) at the start of the contract. During the life of the contract trip distribution may be increased or decreased based on carrier performance.**

28. Page 1

- a. With the question submittal deadline of July 11, would Pace consider revising the proposal due date to ten (10) business days from the date the question responses are provided? This would allow Contractors to review and incorporate these responses into their proposals and allow time for printing/shipping.

**Pace Response: Pace cannot adjust the proposal due date. The schedule is to allow the awarded Contractors sufficient time to meet the service start date of April 1, 2020. The proposal due date remains July 25, 2019.**

29. Exhibit I, page 12.

- a. "Pace reserves the right to increase or decrease the hours of service upon written notice to the Contractor." At what % volume change would Pace authorize re-negotiation of rates?

**Pace Response: The contract is a firm fixed price contract. The Contractor may propose a change under the changes clause in *Exhibit D, Section A. 15.c*.**

30. Exhibit I, page 17

- a. With reservations being taken until 6:00 pm daily, when will the schedules be finalized by the RMMCC on weekdays?

**Pace Response: Pace shall provide procedures and a timeline for finalizing the trip distribution daily. The timeline is developed in collaboration with all Contractors and the RMMCC. The proposed service plan should detail your expertise in preparing route schedules in a central call center environment.**

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31. Exhibit I, page 21.
- a. Can you please provide the number of vehicles Pace anticipates the contractors to provide to the 25% service level?  
**Pace Response: Proposers are to provide their proposed fleet plan to be evaluated by Pace. The Proposers are expected to have the expertise to project and develop an acceptable fleet plan.**
32. Exhibit I, page 21.
- a. Of the 75% of the Contractor's fleet with accessible and having ADA-compliant wheelchair lifts or ramps, is there a minimum volume of vehicles capable of moving two (2) wheelchairs/ scooters, and/or vehicles with larger passenger capacity?  
**Pace Response: There is no specific number of wheelchair accessible vehicles, however, 75% of the proposed fleet must be accessible as described in *Exhibit I, Scope of Work*.**
33. Exhibit I, page 21.
- a. The price pages capture Vehicle Depreciation as a Fixed Cost. If the Contractor receives 1% more of the Service Hours above their selected volume, (18,000 additional hours), that equates to a need of at least 5 additional vehicles a day. As outlined, if the Contractor is required to maintain a 10% spare ratio, and the volume of service they provide increases, there's no compensation for the needed equipment. Would Pace consider contract language that would allow for incremental adjustments to the Vehicle Depreciation portion of fixed costs should Pace want additional vehicles added to maintain in-service/spare requirements?  
**Pace Response: No. Pace will not consider this contract language. Proposer must flexible to accommodate service demand as required in *Exhibit I Scope of Work*.**
34. Exhibit B, page 1.
- a. Please clarify how the prices will be evaluated; will the full contract term be considered, Year 1 price, or base contract term pricing?  
**Pace Response: Prices will be evaluated based on the full contract term. See *Exhibit B I. B. Price Criteria*.**
35. Exhibit I, page 73.
- a. Can you please detail the blue stripes on the exterior of revenue vehicles? Location of striping, how many stripes, etc.  
**Pace Response: One to two blue strips on the exterior shall be along the both sides of the vehicle with the Pace logo. More detail shall be provided most award.**
36. Exhibit A, page 1.
- a. If the Contractor is responsible for providing fuel and given historical volatility of fuel costs, will the Agency include a fuel escalator clause in the contract?  
**Pace Response: No, Pace will not include a fuel escalator clause. The Contractor is responsible for providing fuel and managing fuel cost.**

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37. Exhibit B, attachment 1.
- a. Please provide the overall average vehicles, per hour in revenue service, on weekdays, Saturdays, and Sundays, using the time frame of April 2019.  
**Pace Response: This information is not available. However, trips by the hour for October 2018 are listed in revised *Exhibit I. Attachment 2.***
38. For the Component II trips (RTA Certification) these trips are currently provided to the carrier by Pace staff and the carrier selects a time when they will fit on runs and schedules them. Under the new RFP will Pace provide these trips to the carrier or the RMMCC to schedule them?  
**Pace Response: Component II RTA Certification trips are managed by Pace staff. Pace may migrate the booking of Component II trips to the RMMCC using the same procedures for negotiation of trip times with the Contractors.**
39. In Exhibit I, Attachment 6, there is specific information about the minimum requirements for 12 passenger vehicles (8%) and acceptable floor plans. There is also an acceptable floor plan for 8 passenger vehicles, but not a minimum requirement for 8 passenger vehicles. Is there a minimum requirement for 8 passenger vehicles? Additionally, is an 8 passenger vehicle the minimum vehicle allowed? Or can 7 passenger minivans modified for wheelchair use be used?  
**Pace Response: There is not a minimum requirement for 8passenger vehicles. Vehicles must have at least an 8-passenger capacity including the driver as described in *Exhibit I. Attachment 6. Item # 7.***
40. In Exhibit I, Attachment 6, it specifies gray interiors. In past experience black interiors show less stains, is it possible to purchase vehicles with black interiors?  
**Pace Response: No. Proposers may propose a dark gray interior.**
41. In Exhibit I, Attachment 6, it specifies power sliding doors, is this also a requirement for 12 passenger vehicles?  
**Pace Response: Proposers may propose alternate doors for 12 passenger vehicles. This will be evaluated by Pace to determine acceptability.**
42. In Exhibit I, Attachment 6, it specifies that there must be a loading width of 34 inches for ramps. This would eliminate minivan openings, as a minivan opening is only 31.5 inches wide. Will Pace entertain adjusting this number to 30 inches, as the minimum ADA requirement is 28 inches?  
**Pace Response: The loading width requirement is 34 inches for ramps.**
43. Does Pace intend for all vehicles in this RFP to be body on chassis style buses?  
**Pace Response: No. Vehicles with a unibody structure may be proposed for this RFP meeting all requirement in Exhibit I. Attachment 6.**

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44. Does Pace intend to provide any Pace owned vehicles for carriers for this contract? If so, how many per carrier?

**Pace Response: Pace has a fleet of 19 vehicles. See list below. Proposer's may propose to incorporate the Pace fleet of 19 vehicles in their service plan. The Pace fleet will not be replaced once the life of the vehicle has been reached at 200,000 miles.**

Chicago ADA Paratransit Pace Service Fleet Inventory									
No.	Vehicle Number	Project Name	Fuel Type	Vehicle Description	Vehicle Year	Vehicle Capacity	Number of Wheelchairs	Mobility Device	Ending Odometer as of May 31, 2019
1	14221	CDT	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	67,175
2	14244	CDT	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	67,982
3	14291	CDT	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	60,716
4	14297	CDT	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	66,034
5	14249	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	59,086
6	14253	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	50,745
7	14255	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	75,608
8	14262	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	58,882
9	14271	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	65,979
10	14290	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	69,617
11	14292	First Transit Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	63,845
12	14257	MV Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	60,269
13	14273	MV Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	62,770
14	14276	MV Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	65,112
15	14287	MV Chicago	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	55,824
16	14243	SCR	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	88,876
17	14269	SCR	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	88,256
18	14270	SCR	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	95,010
19	14280	SCR	Gasoline	CUTAWAY BUS, FORD, E350 CHALLENGER, LENGTH 22 FT	2014	11	2	Lift	96,647

45. In Exhibit I, Section C, Number 5, it states that all no shows will be approved by the RMMCC. No shows are already a time-consuming process that cause delays in runs. Will the RMMCC provide a dedicated staff member and phone line to expedite these no shows under this new process?

**Pace Response: Proposers may propose procedures for coordinating documentation and confirmation of no shows. This will be evaluated by Pace. Approval by the RMMC of No Shows is not intended to delay vehicles but rather to assure No Shows and Cancel at the Door trips are verified and properly documented by the Contractor. Procedures for daily processes shall be developed in collaboration with the Contractor, the RMMCC and Pace post-award.**

46. Under the previous contract, no shows that arrived 21 minutes or later were recorded as missed trips. In this RFP, it specifies 35 minutes as a missed trip. Please confirm that a no show between 21 and 34 minutes is recorded as a no show and not a missed trip.

**Pace Response: Any trip arrived after the 20- minute pick up window, and the passenger does not load, it is coded as a missed trip not transported. Missed trips counted against the Contractor are trips over 35 minutes.**

47. In Exhibit I, Section L, Number 2, the RFP asks for continuous recording capabilities, is it allowed that this feature be part of the DriveCam Event recorders and not a separate stand-alone system?

**Pace Response: Proposer shall clearly describe the proposed system in your RFP response.**

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48. Please confirm if alternative bids are allowed by Pace for Request for Proposal No. 419292.  
**Pace Response: Pace cannot respond to the question regarding alternative bids. The method of procurement is not an invitation for bid.**

49. Please indicate if Pace will provide the logos for the vehicles or if it will be a cost for contractors.

**Pace Response: Pace will provide the graphic specs for the logo only. The Contractor shall be responsible for purchasing and applying the logos on the vehicles.**

50. Please provide the productivity levels for each provider for the last 12 months.

**Pace Response: See table below. In addition, information is provided in to revised Exhibit I, Scope of Work, Attachment #2.**

Chicago ADA 2018 Productivity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
CDT	1.35	1.34	1.40	1.40	1.34	1.35	1.35	1.37	1.36	1.37	1.36	1.39	1.37
SCR	1.51	1.49	1.54	1.48	1.44	1.42	1.42	1.42	1.45	1.47	1.44	1.43	1.46
First Transit	1.34	1.26	1.28	1.28	1.23	1.25	1.28	1.31	1.26	1.27	1.28	1.28	1.28
MV	1.47	1.46	1.49	1.53	1.49	1.48	1.50	1.49	1.49	1.52	1.43	1.40	1.48

51. Please provide the number of missed trips for each provider for the last 12 months.

**Pace Response: See table below. In addition, information is provided in to revised Exhibit I, Scope of Work, Attachment #2.**

Chicago ADA Missed Trips	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	May 2019
CDT	560	1,240	1,152	1,118	1,197	1,389	1,129	1,089	1,565	1,804	1,515	1,641	1,441
SCR	700	2,538	980	812	812	507	603	412	902	1,075	1,193	1,161	828
First Transit	408	647	417	294	190	300	169	188	259	234	168	77	117
MV	262	441	402	402	524	469	388	432	1,019	906	986	448	479
	1,930	4,866	2,951	2,626	2,723	2,665	2,289	2,121	3,745	4,019	3,862	3,327	2,865

52. Please provide the on-time performance for each provider for the last 12 months.

**Pace Response: See table below. In addition, information is provided in to revised Exhibit I, Scope of Work, Attachment #2.**

2018 ADA Paratransit OTP												
On Time Performance	January	February	March	April	May	June	July	August	September	October	November	December
Chicago ADA Services	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window	20 MIN Window
CDT	91%	85%	87%	86%	86%	85%	87%	88%	83%	83%	86%	85%
SCR	90%	83%	89%	90%	92%	90%	92%	94%	89%	89%	88%	90%
First Transit	87%	84%	86%	85%	87%	85%	88%	89%	85%	88%	88%	92%
MV	92%	86%	92%	90%	89%	93%	91%	91%	82%	84%	85%	91%
Total City Services	90%	84%	88%	88%	89%	89%	90%	90%	86%	86%	87%	88%



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53. Given that this contract would potentially be for a ten-year term, please confirm that all bidders should plan for equipment replacement as needed.

**Pace Response: Yes.**

54. Please indicate whether the RMMCC will negotiate trips with prospective passengers. Currently, trips are negotiated by the contractor, which helps increase productivity. Historically, productivity has decreased when the RMMCC takes reservations.

**Pace Response: Currently the RMMCC does not take reservations for the City of Chicago ADA Paratransit service. Reservations are currently taken by the contracted service provider. For this RFP the RMMCC shall negotiate trips requests using solutions from the Trapeze system networked with the Contractors. The Contractor's run structure yields the solutions. It is the Contractors responsibility to manage their respective runs to optimize productivity. See Exhibit I, Scope of Work, Section, Reservations, Scheduling, Dispatching, Window Dispatching and Relationship of Contractor to Call Center. Reservations are the responsibility of the RMMCC. Trips are scheduled and confirmed at the time of booking using Trapeze scheduling and routing database. The expectation is that the Contractor has the expertise to work within a central call center environment.**

55. As contractors will base cost on 25% of the total revenue hours as prescribed in Addendum #2, please confirm that Pace intends to award a minimum of 25% of the service to prospective bidders who are selected for award.

**Pace Response: No. Reference Exhibit A Price Proposal. Proposers are to submit pricing at 25% of capacity for an equitable evaluation of all bids. Adjustments to service levels shall be negotiated in the best and final offer phase of this procurement. Trip distribution shall be assessed by carrier capacity (with targeted growth for those with less than 25% capacity) at the start of the contract. During the life of the contract trip distribution may be increased or decreased based on carrier performance.**

56. Please provide the total dollar amount of LDs assessed to each of the current service providers for the last 12 months. Given that past LD assessments have been in excess of \$1.8M annually would Pace consider modifying the missed trip, and OTP metrics and adjusting the productivity pricing bands to levels that are based on achievable historic performance from the current contractors.

**Pace Response: This RFP has modified liquidated damages from those in the current contract. The liquidated damage information are for current contract service parameters which may differ from this RFP.**

2018 Liquidated Damages													
	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	Total 2018
City ADA Services													
CDT	\$621,547	\$646,901	\$683,527	\$698,973	\$822,436	\$815,479	\$763,313	\$723,669	\$827,306	\$863,840	\$756,277	\$678,043	\$8,901,311
SCR	\$283,351	\$287,613	\$345,699	\$335,171	\$376,749	\$383,888	\$411,232	\$377,107	\$419,989	\$432,208	\$492,153	\$499,385	\$4,644,545
First Transit	\$73,804	\$85,776	\$81,999	\$74,575	\$69,127	\$78,314	\$47,214	\$49,190	\$68,946	\$57,239	\$54,433	\$13,982	\$754,600
MV	\$105,258	\$134,541	\$119,153	\$111,815	\$152,109	\$141,343	\$115,108	\$130,763	\$227,313	\$198,422	\$254,632	\$167,432	\$1,857,888
303 Taxi	\$627	\$9,315	\$8,531	\$5,282	\$9,395	\$8,506	\$9,354	\$8,635	\$11,616	\$17,919	\$19,667	\$10,015	\$118,862
<b>Total City Services</b>	<b>\$1,084,587</b>	<b>\$1,164,146</b>	<b>\$1,238,910</b>	<b>\$1,225,817</b>	<b>\$1,429,816</b>	<b>\$1,427,530</b>	<b>\$1,346,220</b>	<b>\$1,289,363</b>	<b>\$1,555,170</b>	<b>\$1,569,629</b>	<b>\$1,577,162</b>	<b>\$1,368,857</b>	<b>\$16,277,207</b>

**Attachment No. 1**  
RFP 419292

57. The RFP indicates "Vehicles shall have ramps or lift platforms capable of loading passenger mobility devices with of width of 34 inches at the ramp or platform level between any rails or barriers." The ramp for the side loading Dodge Caravan is 30 inches wide. Please confirm that bidders can use a Dodge Caravan with a 30-inch ramp.

**Pace Response: Proposed fleet shall meet the requirement of vehicles in *Exhibit I, Section IV. Vehicles; Attachment 6.***

58. Please verify the contractor who currently operates the RMMCC, and as this may affect reservations and initial scheduling, has there been a recent change with the ownership and operation of the call center?

**Pace Response: SCR Transportation operates the RMMCC under a separate contract with Pace. There has been no recent change with the ownership and operation of the call center.**

59. Attachment 6, page 72 of Exhibit I.

a. Based on our understanding of the vehicle specifications, the minivan that is used currently and is the predominant fleet vehicle for City Pace, will no longer be compliant. Is it Pace's intention to discontinue use of the minivan type vehicle or would a minivan be allowed?

**Pace Response: Proposed fleet shall meet the requirement of vehicles in *Exhibit I, Section IV. Vehicles; Attachment 6.***

60. Attachment 6, page 72 of Exhibit I.

a. In working to identify a compliant vehicle that meets all specifications; we are finding the market only offers one or two vehicles that will be compliant. These vehicles also priced much higher than the minivans previously used in Pace service. Will Pace consider any leniency with the floor patterns and/or seating dimensions?

**Pace Response: Proposed fleet shall meet the requirement of vehicles in *Exhibit I, Section IV. Vehicles; Attachment 6.***

61. Exhibit I, page 50.

a. Does the liquidated damage amount language that says "40% of the contractor hourly rate," or any percentage or referral to the hourly rate under liquidated damages, only apply to the hourly variable rate? Or, does the liquidated damage amount as it relates to an hourly rate, include a blended rate taking both fixed and variable costs and rolling them up to an hourly rate apply?

**Pace Response: The Liquidated Damages calculations refer to the applicable fixed hourly rate as proposed in Exhibit A. It is not a blended fixed hourly rate plus the monthly fixed cost.**

62. Exhibit A, page 1.

a. Please confirm that the contractor will bill a month fixed cost and a monthly variable cost as provided on the pricing forms and that the contractor will be paid for those fixed and variable costs minus liquidated damages and imputed fares.

**Pace Response: The Contractor shall bill for the applicable fixed hourly rate based on productivity times, the revenue hours less liquidated damages, and imputed fares, plus the monthly fixed cost.**

**Attachment No. 1**  
RFP 419292

63. Exhibit I, page 15.
- a. Is there any intention of having only 1 provider working overnight (midnight to 4:00 a.m.)?  
**Pace Response: Not at this time.**
  - b. Is there a plan to award service based on vehicle type, trip distance, etc.? For example: Contractor A will provide all ambulatory trips or Contractor B will provide all group trips.  
**Pace Response: All bids must meet requirements as described in *Exhibit I, Scope of Work*.**
64. Exhibit I, page 73.
- a. The RFP states that vehicles shall be equipped with power sliding side passenger doors and that no rear vehicle entry door shall be allowed. This language seems to apply to minivans, was this the intent?  
**Pace Response: No. Proposed fleet shall meet the requirement of vehicles in *Exhibit I, Section IV, Vehicles; Attachment 6*.**
  - b. Does the power sliding passenger door requirement also apply to the larger type vehicles required?  
**Pace Response: Proposer may propose alternate doors for 12 passenger vehicles. This will be evaluated by Pace.**
65. What adjustments to the boundaries of the current service areas does Pace anticipate during the life of the contract?  
**Pace Response: Pace is a public transportation agency subject to meeting service demand and Federal Transit Administration (FTA) and Department of Transportation (DOT) requirements. Pace does not anticipate any changes to the current service area.**
66. What other service components does Pace expect adding during the life of the contract?  
**Pace Response: Pace does not anticipate any additional service components at this time.**
67. If additional staff is required for dispatch and/or maintenance, how will Pace determine those levels?  
**Pace Response: It is expected Proposers have the expertise to determine staffing levels. The Proposer is responsible for determining staff levels. Any proposed change must be communicated to Pace for review and approval.**
68. There is no mention of additional fixed costs related to an “adjustments. Will Pace consider those as well in any service expansion?  
**Pace Response: The contract is a firm fixed price contract. The Contractor may propose a change under the changes clause in *Exhibit D, Section A, 15.c*.**

**Attachment No. 1**  
RFP 419292

69. Can Pace provide some sense as to how service components may be restructured to accommodate the goals and service guidelines of the project?  
**Pace Response: Pace does not anticipate restructuring of the service components.**
70. Will all of the service providers under this contract be required to operate 24/7/365?  
**Pace Response: Yes.**
71. Will the creation of “master schedules” (i.e., vehicle tours or run structure) by the RMMCC, in collaboration with the service providers and consultation with Pace, take place before the “Go Live” date of 1 April 2020?  
**Pace Response: Yes. The master runs must be completed prior to Go Live on April 1, 2020. The Contractor is responsible for creating the master schedules. The RMMCC shall work with the contractors to optimize the master schedules.**
72. If the RMMCC is booking trip requests for this contract, does the Contractor need one (1) telephone number to accept reservations?  
**Pace Response: No. The Contractor shall not be responsible for the 800#. See revised Exhibit I Scope of Work.**
73. If the RMMCC is responsible for ETA (i.e., “Where’s My Ride”) calls, does the Contractor need one (1) specified telephone line to expedite access for cancellations and ETAs?  
**Pace Response: No. See revised Exhibit I Scope of Work.**
74. Please clarify, if the RMMCC is processing trip requests, then the voice logging/call recording system will only need to have the capacity for calls that come into Dispatch?  
**Pace Response: Yes, that is correct.**
75. How will Pace determine if the liquidated damage (LD) for a “Missed Trip” is “the value of two (2) times the Contractor’s hourly rate or twice the trip rate...”?  
**Pace Response: Liquidated damages for missed trips shall be two times the fixed hourly rate for trips reported or four times the fixed hourly rate for trips not reported. See Exhibit I. VIII. Liquidated Damages.**
76. Is Pace able to provide some examples for the LD associated with “failure to coordinate dispatch procedures”?  
**Pace Response: Example: A pattern of a Contractor’s failure to communicate transfers timely that causes excessive passenger on board time.**
77. Please clarify...is the LD for failure to respond to complaints able to be waived if the Contractor is “making a good faith effort to respond in a timely manner and/or there are extenuating circumstance”?  
**Pace Response: A good faith effort is what a reasonable person would determine is a diligent and honest effort under the same set of facts or circumstances. This would include the Contractors communicating with Pace staff when working to resolve any outstanding issues timely.**

**Attachment No. 1**  
RFP 419292

78. Given the fact that the RMMCC will be processing trip requests, is the Contractor subject to an LD for “a pattern of failure to record and report denials”?

**Pace Response: No. That is the responsibility of the RMMCC.**

79. Given the fact that the RMMCC will be processing trip requests, will it be necessary for the Contractor to list denials (by category) on the Monthly Invoice?

**Pace Response: The category of denial is recorded in Trapeze at the time of booking.**

80. Can Pace confirm if the Project Manager for this contract must be 100% dedicated to the City of Chicago ADA Paratransit service?

**Pace Response: Yes. The Project managers and all proposed key staff shall be dedicated to the City of Chicago ADA Paratransit service contract, no exceptions.**

81. Per Exhibit I on page 73 of 83, it is stated that all vehicles operating within the Pace revenue service require technology features listed there-of, is there a phase-in period allowed for these technological upgrades for vehicles that are older? (i.e. 2018 models and prior)

**Pace Response: Proposed fleet shall meet the requirement of vehicles in Exhibit I. Section IV. Vehicles; Attachment 6. Proposer may propose an interim fleet replacement plan outlining the use of an interim fleet pending the acquisition and rollout of new fleet entering service. Proposed interim fleet is subject to approval by Pace and must comply with all Pace and manufacturer safety requirements. In addition, fleet shall be in compliance with accessible wheelchair ratio requirement. The interim plan shall include a timeline for the use of the interim fleet and the date when all vehicles including vehicle requirements are ready for service. The fleet plan and including timeline will be evaluated by Pace.**

82. Given that Pace has asked prospective proposers to bid on 25% of the City of Chicago service, how will adjustments in market share, above/below 25% take place?

**Pace Response: Adjustments to service levels shall be negotiated in the best and final offer phase during this procurement.**

83. If the adjustment in market share is above 25%, will the potential impact on pricing be a part of the “Best and Final Offer (BAFO)” process?

**Pace Response: Yes. Adjustments to service levels shall be negotiated in the best and final offer phase of this procurement.**

84. Also, does Pace plan to make any adjustments to trip distribution post-award based on actual carrier performance or available capacity?

**Pace Response: Yes. Trip distribution shall be assessed by carrier capacity (with targeted growth for those with less than 25% capacity) at the start of the contract. During the life of the contract trip distribution may be increased or decreased based on carrier performance.**

**Attachment No. 1**  
RFP 419292

85. On Page 42 of Exhibit I under, "Mobile Communication Required for Service Implementation", it states that the contract must install either the Trapeze Ranger 4.4 or later MDC hardware or Android Tablet hardware with Trapeze DriverMate software. Can Pace confirm whether or not a contractor may use a device that is not a Trapeze Ranger 4.4 or Android tablet but is compatible with the Trapeze interface?

**Pace Response: Proposer may propose mobile communication compatible with Trapeze interface meeting all requirements in Exhibit I.**

86. If a company proposes to use an "interim fleet", can Pace confirm that the current technology systems and safety features are acceptable, pending Pace approval, until the acquisition and deployment of the new fleet (with new technology and enhanced safety features) into revenue service?

**Pace Response: Yes. Proposed interim fleet is subject to approval by Pace and must comply with all Pace and manufacturer safety requirements. In addition, fleet shall be in compliance with accessible wheelchair ratio requirement. The interim plan shall include a timeline for the use of the interim fleet and the date when all vehicles including vehicle requirements are ready for service. The fleet plan and including timeline will be evaluated by Pace.**

87. Can Pace confirm that all vehicle operators must have a valid Commercial Driver License (CDL) Class "C" license with Passenger endorsement only if the vehicle requires a CDL Class "C" license to operate it?

**Pace Response: A vehicle that is less than 16,001 pounds may have a non-CDL (D driver's license). A vehicle that is designed to transport 16 or more passengers including the operator, regardless of the vehicle size/weight, must have an operator with a valid CDL.**

88. Would Pace consider third row leg room different than 35", if applicable, in the new fleet?

**Pace Response: Proposed fleet shall meet the vehicle requirements in Exhibit I. Section IV. Vehicles; Attachment 6.**

89. Would Pace consider third row head room different than 41", if applicable, in the new fleet?

**Pace Response: Proposed fleet shall meet the vehicle requirements in Exhibit I. Section IV. Vehicles; Attachment 6.**

90. Would Pace consider a "manually-operated" sliding side passenger door(s) in the new fleet?

**Pace Response: Proposer may propose alternate doors for 12 passenger vehicles. This will be evaluated by Pace. Proposed fleet shall meet the vehicle requirements in Exhibit I. Section IV. Vehicles; Attachment 6.**

91. Given the fact that there are no side-entry minivan options with a 34" ramp/lift platform, would Pace consider ramps or lift platforms different than "34 inches at the ramp or platform level between any rails or barriers" as long as the ramp or lift platform is ADA-compliant?

**Pace Response: Proposed fleet shall meet the vehicle requirements in Exhibit I. Section IV. Vehicles; Attachment 6.**

**Attachment No. 1**  
RFP 419292

92. Is the requirement for “features that assist ambulatory passengers when boarding and alighting including handrails and running board steps” applicable to wheelchair accessible and non-wheelchairs accessible vehicles alike?

**Pace Response: Yes.**

93. Would Pace consider vehicles with seats that are removable as long as they meet the “pull tested to Federal Motor Vehicle Safety Standards (FMVSS) requirements”?

**Pace Response: Proposed fleet shall meet the vehicle requirements in *Exhibit I. Section IV. Vehicles; Attachment 6.***

94. When the requirement is stated that “[V]ehicles shall have letters on file certifying that the ramp, left, seats, and securements were installed according to the manufacturer’s requirements”, to which manufacturer is Pace referring?

**Pace Response: The applicable manufacturer for the component installed.**

95. Do the “Buy America requirements” of the RFP apply to fleet purchases?

**Pace Response: No. See revised *Exhibit I, Scope of Work.***

96. Would Pace consider a safety feature that has the ability to detect, in real time, a distracted driver-and provide an audible alert to the driver-as meeting the requirement for “forward collision avoidance warning and lane departure warning systems”?

**Pace Response: Proposers may propose safety features to be evaluated by Pace.**

97. Since Pace is requiring a new fleet for this solicitation, would Pace be willing to require all prospective proposers to include the cost of the fleet in the startup expense in order to create an “apples to apples” comparison as it relates to pricing?

**Pace Response: No. Proposer shall provide vehicle depreciation in the cost detail in *Exhibit A Price Proposal.***



Rocky Donahue  
Executive Director

DATE: July 3, 2019

Request for Proposal No. 419292  
Chicago ADA Dedicated Paratransit Services  
Addendum No. 2

Dear Prospective Proposer:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. 2 shall replace **Exhibit A, Price Proposal Instructions** with the enclosed **Exhibit A, Price Proposal Instructions**, which has been changed. The new **Exhibit A, Price Proposal Instructions** is marked **ADDENDUM NO. 2** and is dated July 3, 2019.

Addendum No. is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for .

Addendum No. 2 is being issued to provide responses to questions submitted by proposers. The following outlines all written questions submitted by potential proposers and Pace's response to these questions.

Question 1: Confirm that the requirement for this contract is "vehicle model year 2019-2020 with 500 miles or less for all vehicles entering service".

**Pace Response:** Yes. New fleet shall meet this requirement.

Question 2: Timeline is aggressive with the vehicle requirement. Is there a waiver allowed?

**Pace Response:** No waiver permitted, however, proposer may propose an interim fleet replacement plan outlining the use of an interim fleet pending the acquisition and rollout of new fleet entering service. Proposed interim fleet is subject to approval by the Pace and must comply with all Pace and manufacturer safety requirements. In addition, fleet shall be in compliance with accessible wheelchair ratio requirement. The interim plan shall include a timeline for the use of the interim fleet and the date the new fleet, meeting all vehicle requirements, are to be put into service. The fleet plan and including timeline will be evaluated and scored as part of the Technical evaluation.

Question 3: Price Proposal and capacity listed at 20% or 30%. Which one do we bid?

**Pace Response:** See attached revised Exhibit A. Pricing is to be submitted on 25% capacity.

Question 4: Can we receive an excel version of the Exhibit A price proposal page? Also an excel version of Exhibit I Attachment 3 would also be helpful.

**Pace Response:** Yes Pace will provide excel versions of these documents. Please submit an email request to [jane.swider@pacebus.com](mailto:jane.swider@pacebus.com) to request the documents.

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

**This Addendum No. 2 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 5 of the Agreement Contract for the Provision of**



**Chicago ADA Dedicated Paratransit Service. Failure to acknowledge addenda may be cause for the proposal to be considered non-responsive.**

The meeting has been changed from to at the following locations and times: .

The receipt of proposal date remains Thursday, July 25, 2019 at 2:00 P.M.

The date is extended from to at 2:00 P.M. received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Exhibit A, Price Proposal Instructions



Rocky Donahue  
Executive Director

DATE: July 1, 2019

Request for Proposal No. 419292  
Chicago ADA Dedicated Paratransit Services  
Addendum No. 1

Dear Prospective Proposers:

Pace has checked the applicable box(s) pertaining to this solicitation's addendum below:

Addendum No. shall replace **Exhibit**, with the enclosed **Exhibit**, which has been changed. The new **Exhibit**, is marked **ADDENDUM NO.** and is dated .

Addendum No. is being issued to amend certain words, phrases, sentences or paragraphs for this solicitation for Chicago ADA Dedicated Paratransit Services: All questions regarding this RFP shall be submitted to Jane Swider at jane.swider@pacebus.com .

Addendum No. 1 is being issued to provide responses to questions submitted by proposers. The following outlines all written questions submitted by potential proposers and Pace's response to these questions.

Question 1: May we have a copy of the sign in sheet and Power Point presentation from the pre-proposal meeting? **Answer: Yes, the sign in sheet and presentation are attached**

The question and answer period is extended until at 2:00 P.M. Questions received after this date will not be accepted.

**This Addendum No. 1 shall be inserted into and submitted along with your solicitation package. All addenda must be acknowledged on page 5 of the Agreement Contract. . Failure to acknowledge addenda may be cause for the proposal to be considered non-responsive.**

The meeting has been changed from to at the following locations and times: .

The receipt of proposals date remains Thursday, July 25, 2019 at 2:00 P.M.

The date is extended from to at 2:00 P.M. received after this date and time will not be accepted.

Should you require any additional information, you may contact Procurement at (847)228-2479.

Sincerely,

Pace, the Suburban Bus Division of the Regional Transportation Authority

Attachments:

1. Sign in sheet from pre-proposal meeting
2. PowerPoint presentation from pre-proposal meeting

REQUEST FOR PROPOSAL NO. 419292  
Chicago ADA Dedicated PARATRANSIT SERVICES  
PRICE PROPOSAL INSTRUCTIONS

**General Instructions -** Do not include any pricing information in your Technical Proposal.

Submit only one copy of your price proposal separately, but concurrently, with your technical proposal in a sealed envelope that is marked Price Proposal for RFP No. **419292** for Chicago ADA Dedicated Paratransit Services, Procurement, 550 W. Algonquin Road, Arlington Heights IL 60005 Proposers shall complete and submit all pages of Exhibit A, page 1 to 7.

All pricing shall cover all cost of services detailed in Exhibit I ,Scope of Work and any addenda.

**Fixed Hourly Rates and Monthly Fixed Cost**

Proposers shall provide fixed hourly rates and a monthly fixed cost for the scope of services which includes the use of Contractor owned vehicles that are insured by the Contractor. **Hourly rates will be automatically calculated from the amounts entered on the Fixed Hourly Rate Cost Detail tab.** Fixed hourly rates and monthly fixed cost shall include all applicable charges associated with providing service as described in Exhibit I, Scope of Work and outlined in the Detailed Cost Sheet. Only actual costs may be remunerated..

Pricing applies to both weekday and weekend service provided. Week is defined under this contract as Monday through Sunday.

The proposer shall provide rates for each productivity level in the pricing table below. *Note the rates for Productivity Level 1.50> and Level <1.44 are automatically calculated based on the Productivity Level 1.45 to 1.49.*

Productivity shall be calculated by dividing the total number of one-way trips provided for eligible riders as defined in Exhibit I, Scope of Work by total number of revenue hours.

**Fuel**

The Contractor shall be responsible for fuel under this contract.

**Remuneration**

**All hourly service rates quoted, including the average hourly rate, shall be rounded to the nearest whole cent Example: \$30.05.**

Gross cost is reduced by liquidated damages, fares imputed, and any other deductions such as maintenance costs, if applicable, to result in a net invoice to be billed to Pace in accordance with term and conditions of this Contract.

Attachment 1 to this Exhibit A, Sample Billing Reconciliation provides guidance on invoicing

**Fixed Hourly Rate And Monthly Fixed Cost Detail Sheet**

Proposers shall provide a detailed cost breakdown of their fixed hourly rates on the **Fixed Hourly Rate Cost Detail tab** of this *Exhibit A*. Rates on the Per Year Pricing, Fixed Hourly Rate, and Grand Total - 10 years tabs will be automatically calculated based on the detail amounts submitted for the Mid-Range Productivity Level on the Fixed Hourly Rate Detail tab. Proposers must provide the level of detail described on the **FIXED HOURLY RATE and MONTHLY FIXED COST DETAIL SHEET** of this Exhibit A. Proposers may include additional detail or add additional categories if necessary. If any category does not apply to the fixed hourly rates indicate that with a "0".

The proposal shall include a Fixed Rate and Monthly Fixed Cost Detail sheet.

**Price Proposal Responsiveness Requirements**

In order to be considered responsive, Proposers shall:

- a. Provide fixed hourly rates for the mid-range productivity level.
- b. Provide fixed hourly rates and monthly fixed cost for all contract years.
- c. Provide fixed hourly rates and monthly fixed cost that include all applicable charges associated with providing service as described in Exhibit I, Scope of Work and outlined in the Detailed Cost Sheet. No additional charges or increase in hourly rates will be allowed during the life of the contract.
- d. Calculate evaluative totals as noted.

**EVALUATIVE TOTALS DO NOT REPRESENT A COMMITMENT TO PURCHASE AND ARE NOT A GUARANTEE OF THE SERVICE LEVELS YOU WILL EXPERIENCE.**

**Price Escalation Clause**

City of Chicago Minimum Wage: Contract prices are to remain firm through March 31, 2021. Beginning on April 1, 2021, the Contractor may request price adjustments. Requests must be in writing to the **Chief Procurement Officer** and must be received thirty (30) days prior to the adjustment date. If a Contractor fails to request a City of Chicago Minimum Wage price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after Pace receives their written request.

Maximum allowable adjustments shall be governed by the City of Chicago Government Listing for the City of Chicago Minimum Wage.

The base City of Chicago minimum wage shall be the current City of Chicago minimum wage of \$13.00 per hour as of July 1, 2019 regardless of any pending future increases.

For calculation of annual adjustments, the most current City of Chicago minimum wage published at the time of requested adjustment shall apply regardless of any pending future increases. The Contractor shall include printed documentation from the Illinois Department of Labor or City of Chicago website showing the most current City of Chicago minimum wage used in their calculation along with their written request to Pace. No adjustments shall be made once the maximum allowable adjustment has been calculated.

The maximum allowable adjustment shall be calculated as follows:

$$\text{Maximum Allowable Price} = (A / B) * C$$

A = Service Hour rate

B = Base City of Chicago minimum wage of \$13.00

C = Published City of Chicago minimum wage (Most current at time of requested adjustment)

The Contractor shall provide fixed hourly rates for each year of the contract. Fixed hourly rates shall include all applicable charges associated with providing service as described in Exhibit I, Scope of Work and outlined in the Detailed Cost Sheet. Estimated hours based on historical data are provided for evaluative purposes only and do not represent a firm commitment to purchase.

**EXHIBIT A**  
**REQUEST FOR PROPOSAL NO. 419292**  
**CHICAGO ADA DEDICATED PARATRANSIT SERVICES**  
**GRAND TOTAL CALCULATION**

<b>Company Name:</b>	MV Public Transportation, Inc.
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*Note: Auto Calculated from Fixed Hourly Rates and Monthly Fixed Cost Quoted*

No.	Service Levels Average Number of Weekday Revenue Hours	Total
1	Estimated Annual Total Year 1	\$ 18,792,899.43
2	Estimated Annual Total Year 2	\$ 18,686,709.25
3	Estimated Annual Total Year 3	\$ 19,329,298.11
4	Estimated Annual Total Year 4	\$ 19,941,452.40
5	Estimated Annual Total Year 5	\$ 20,495,747.36
6	Estimated Annual Total Year 6	\$ 21,194,697.54
7	Estimated Annual Total Year 7	\$ 22,321,338.25
8	Estimated Annual Total Year 8	\$ 22,910,383.50
9	Estimated Annual Total Year 9	\$ 23,536,928.47
10	Estimated Annual Total Year 10	\$ 24,121,484.12
11	<b>Grand Total for 10 Year Contract</b>	<b>\$ 211,330,938.42</b>



<b>Authorized Representative:</b>	Dorothea DePrisco, Assistant Corporate Secretary	
<b>Authorized Signature</b>		December 2, 2019

EXHIBIT A											
REQUEST FOR PROPOSAL NO. 419292						City of Chicago ADA Dedicated Paratransit Service					
PRICE PROPOSAL – FIXED HOURLY RATE											
Note: Fixed Hourly Rates Auto Filled from Rates Quoted in Fixed Hourly Cost Detail											
No.	Productivity Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Productivity at or Over 1.50>	\$ 59.77	\$ 59.77	\$ 61.60	\$ 63.31	\$ 64.71	\$ 66.40	\$ 68.89	\$ 70.33	\$ 71.82	\$ 73.05
	(Auto calculates increase of 2.05% to Mid-Range Rate)										
2	Mid-Range Rate Prod 1.45 to 1.49	\$ 58.57	\$ 58.57	\$ 60.36	\$ 62.04	\$ 63.41	\$ 65.07	\$ 67.51	\$ 68.92	\$ 70.38	\$ 71.58
3	Prod 1.44 to 1.40	\$ 57.37	\$ 57.37	\$ 59.12	\$ 60.77	\$ 62.11	\$ 63.74	\$ 66.13	\$ 67.51	\$ 68.94	\$ 70.11
	(Auto calculates decrease of 2.05% to Mid-Range Rate)										
4	Productivity at or Below 1.39	\$ 56.17	\$ 56.17	\$ 57.89	\$ 59.50	\$ 60.81	\$ 62.40	\$ 64.74	\$ 66.09	\$ 67.49	\$ 68.65
	(Auto calculates decrease of 4.1% to Mid-Range Rate)										
5	Estimated Annual Hours*	1,826,459	1,844,724	1,863,171	1,881,803	1,900,621	1,919,627	1,938,824	1,958,212	1,977,794	1,997,572
6	Estimated Proposed Annual Hours	219,175	221,367	223,581	225,816	228,075	230,355	232,659	234,985	237,335	239,709
7	TOTAL ANNUAL COST	\$12,837,087.75	\$12,965,458.63	\$13,495,322.41	\$14,009,647.12	\$14,462,205.69	\$14,989,217.50	\$15,706,797.21	\$16,195,194.61	\$16,703,656.05	\$17,158,342.95
* Estimated hours are provided for evaluative purposes only and do not represent a firm commitment to purchase. Estimated revenue hours are based on historical 2018 ridership.											
8	TOTAL FIXED MONTHLY COST	\$ 5,955,811.68	\$ 5,721,250.62	\$ 5,833,975.70	\$ 5,931,805.28	\$ 6,033,541.67	\$ 6,205,480.04	\$ 6,614,541.04	\$ 6,715,188.89	\$ 6,833,272.42	\$ 6,963,141.17
9	YEAR TOTALS	\$ 18,792,899.43	\$ 18,686,709.25	\$ 19,329,298.11	\$ 19,941,452.40	\$ 20,495,747.36	\$ 21,194,697.54	\$ 22,321,338.25	\$ 22,910,383.50	\$ 23,536,928.47	\$ 24,121,484.12
Authorized Representative:		Dorothea DePrisco, Assistant Corporate Secretary				Date:	December 2, 2019				
Authorized Signature						Date:	December 2, 2019				



**EXHIBIT A**  
**REQUEST FOR PROPOSAL NO. 419292** City of Chicago ADA Dedicated Paratransit Service  
**PRICE PROPOSAL – FIXED HOURLY RATE COST DETAIL SHEET**

No.	Cost Line Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	Driver Wages	\$ 6,623,647.64	\$ 6,903,498.67	\$ 7,232,817.67	\$ 7,538,231.24	\$ 7,861,466.66	\$ 8,175,018.16	\$ 8,457,060.93	\$ 8,768,489.18	\$ 9,079,584.28	\$ 9,368,955.88
2	Driver Benefits	\$ 1,746,403.76	\$ 1,840,181.22	\$ 1,965,012.40	\$ 2,057,320.93	\$ 2,146,171.78	\$ 2,243,580.32	\$ 2,323,433.72	\$ 2,421,769.58	\$ 2,517,605.20	\$ 2,611,060.31
3	Driver Training	\$ 208,785.19	\$ 216,313.99	\$ 225,605.60	\$ 233,363.62	\$ 242,696.62	\$ 252,414.13	\$ 261,718.12	\$ 271,591.35	\$ 281,644.25	\$ 291,596.38
4	Driver D/A Testing & Physicals	\$ 47,120.37	\$ 75,474.69	\$ 79,414.60	\$ 82,666.80	\$ 86,952.52	\$ 91,440.21	\$ 96,138.71	\$ 101,057.23	\$ 106,205.34	\$ 111,593.03
5	Driver Uniform and Supplies	\$ 14,948.70	\$ 23,793.00	\$ 24,723.21	\$ 25,576.37	\$ 26,573.26	\$ 27,606.95	\$ 28,678.75	\$ 29,790.00	\$ 30,942.13	\$ 32,136.56
6	Dispatch Wages	\$ 628,431.01	\$ 640,999.63	\$ 653,819.63	\$ 666,896.02	\$ 680,233.94	\$ 693,838.62	\$ 707,715.39	\$ 721,869.70	\$ 736,307.09	\$ 751,033.24
7	Dispatch Benefits	\$ 92,629.51	\$ 95,149.27	\$ 97,761.50	\$ 100,470.14	\$ 103,279.33	\$ 106,193.39	\$ 109,216.84	\$ 112,354.43	\$ 115,611.10	\$ 118,992.05
8	Dispatch Training	\$ 19,436.01	\$ 19,824.73	\$ 20,221.23	\$ 20,625.65	\$ 21,038.16	\$ 21,458.93	\$ 21,888.10	\$ 22,325.87	\$ 22,772.38	\$ 23,227.83
9	Dispatch D/A Testing & Physicals	\$ 4,283.67	\$ 6,820.00	\$ 7,090.59	\$ 7,337.29	\$ 7,627.41	\$ 7,928.34	\$ 8,240.46	\$ 8,564.17	\$ 8,899.89	\$ 9,248.04
10	Dispatch Supplies & Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Scheduling Wages	\$ 154,307.81	\$ 157,393.97	\$ 160,541.85	\$ 163,752.69	\$ 167,027.74	\$ 170,368.29	\$ 173,775.66	\$ 177,251.17	\$ 180,796.20	\$ 184,412.12
12	Scheduling Benefits	\$ 21,019.23	\$ 21,573.05	\$ 22,146.36	\$ 22,739.97	\$ 23,354.72	\$ 23,991.51	\$ 24,651.26	\$ 25,334.93	\$ 26,043.55	\$ 26,778.16
13	Scheduling Training	\$ 4,772.41	\$ 4,867.85	\$ 4,965.21	\$ 5,064.52	\$ 5,165.81	\$ 5,269.12	\$ 5,374.50	\$ 5,482.00	\$ 5,591.63	\$ 5,703.47
14	Scheduling D/A Testing & Physicals	\$ 1,142.31	\$ 1,818.67	\$ 1,890.82	\$ 1,956.61	\$ 2,033.98	\$ 2,114.22	\$ 2,197.46	\$ 2,283.78	\$ 2,373.30	\$ 2,466.14
15	Scheduling Supplies & Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Vehicle Maintenance Parts	\$ 339,994.39	\$ 165,687.30	\$ 204,158.43	\$ 297,282.34	\$ 328,276.04	\$ 345,576.65	\$ 209,923.87	\$ 252,300.95	\$ 320,030.08	\$ 369,092.27
17	Vehicle - Tires	\$ 14,873.68	\$ 27,490.12	\$ 37,701.90	\$ 39,219.97	\$ 40,801.15	\$ 42,446.03	\$ 27,630.06	\$ 41,501.23	\$ 49,616.72	\$ 51,616.78
18	Vehicle Maintenance Washing Cost	\$ 86,267.34	\$ 89,740.98	\$ 93,359.12	\$ 97,118.23	\$ 101,033.63	\$ 105,106.76	\$ 105,309.98	\$ 109,555.27	\$ 113,971.57	\$ 118,565.80
19	Other Vehicle Maintenance Costs (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Vehicle Insurance (if not in monthly cost)	\$ 624,694.51	\$ 635,502.52	\$ 646,542.26	\$ 657,753.39	\$ 669,204.58	\$ 680,867.46	\$ 692,746.50	\$ 704,845.17	\$ 717,168.10	\$ 729,719.61
21	Mobile Data Terminals/ Tablets	\$ 12,885.40	\$ 12,885.40	\$ 12,885.40	\$ 12,885.40	\$ -	\$ 15,407.00	\$ 15,407.00	\$ 15,407.00	\$ 15,407.00	\$ 15,407.00
22	MDT/Tablet Software	\$ 62,604.00	\$ 64,482.12	\$ 66,416.58	\$ 68,409.08	\$ 70,461.35	\$ 72,575.19	\$ 74,752.45	\$ 76,995.02	\$ 79,304.87	\$ 81,684.02
23	Vehicle Video Surveillance Equip.	\$ 58,333.80	\$ 58,333.80	\$ 58,333.80	\$ 58,333.80	\$ 58,333.80	\$ 69,749.40	\$ 69,749.40	\$ 69,749.40	\$ 69,749.40	\$ 69,749.40
24	Vehicle Maintenance Tracking System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Vehicle other equipment	\$ 16,577.40	\$ 17,074.72	\$ 17,586.96	\$ 18,114.57	\$ 18,658.01	\$ 19,217.75	\$ 19,794.28	\$ 20,388.11	\$ 20,999.75	\$ 21,629.75
26	Fuel -for Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Other (Interest)	\$ 455,597.15	\$ 384,761.85	\$ 316,119.08	\$ 244,997.13	\$ 171,646.56	\$ 136,251.51	\$ 510,803.58	\$ 432,601.71	\$ 352,063.78	\$ 268,507.38
28	Other (G&A)	\$ 544,985.97	\$ 433,516.55	\$ 448,423.59	\$ 462,649.94	\$ 475,500.08	\$ 491,690.79	\$ 517,840.43	\$ 531,517.59	\$ 546,033.76	\$ 559,611.82
29	Subtotal	\$ 11,783,741.27	\$ 11,897,184.11	\$ 12,397,537.78	\$ 12,882,765.68	\$ 13,307,537.15	\$ 13,800,110.75	\$ 14,464,047.46	\$ 14,923,024.84	\$ 15,398,721.39	\$ 15,822,787.04
30	Profit (2) _____% of Subtotal	\$ 1,053,067.72	\$ 1,067,623.40	\$ 1,097,088.56	\$ 1,127,235.80	\$ 1,154,613.54	\$ 1,187,978.62	\$ 1,242,118.72	\$ 1,272,027.58	\$ 1,303,943.82	\$ 1,335,270.78
31	<b>TOTAL ANNUAL COST</b>	\$ <b>12,836,808.99</b>	\$ <b>12,964,807.51</b>	\$ <b>13,494,626.34</b>	\$ <b>14,010,001.48</b>	\$ <b>14,462,150.69</b>	\$ <b>14,988,089.37</b>	\$ <b>15,706,166.18</b>	\$ <b>16,195,052.42</b>	\$ <b>16,702,665.21</b>	\$ <b>17,158,057.82</b>
32	<b>Estimated Annual Hours*</b>	<b>1,826,459</b>	<b>1,844,724</b>	<b>1,863,171</b>	<b>1,881,803</b>	<b>1,900,621</b>	<b>1,919,627</b>	<b>1,938,824</b>	<b>1,958,212</b>	<b>1,977,794</b>	<b>1,997,572</b>
33	Capacity Level to Evaluate Price Proposal	12%	12%	12%	12%	12%	12%	12%	12%	12%	12%
34	<b>Estimated Proposed Annual Hours</b>	<b>219,175</b>	<b>221,367</b>	<b>223,581</b>	<b>225,816</b>	<b>228,075</b>	<b>230,355</b>	<b>232,659</b>	<b>234,985</b>	<b>237,335</b>	<b>239,709</b>
35	<b>FIXED HOURLY RATE</b> Productivity - Mid Level 1.45 to 1.49 Rounded	\$ 58.57	\$ 58.57	\$ 60.36	\$ 62.04	\$ 63.41	\$ 65.07	\$ 67.51	\$ 68.92	\$ 70.38	\$ 71.58

1 Describe or Attach Detail of Other Costs \* Estimated hours are provided for evaluative purposes only and do not represent a firm commitment to purchase. Estimated revenue hours are based on historical 2018 ridership.


2 Proposers may be required to submit additional detail on the calculation of Profit and General and Administrative costs

<b>Authorized Representative:</b>	Dorothea DePrisco, Assistant Corporate Secretary	<b>Date:</b>	December 2, 2019
<b>Authorized Signature:</b>		<b>Date:</b>	December 2, 2019


**EXHIBIT A**  
**REQUEST FOR PROPOSAL NO. 419292**  
**MONTHLY FIXED COST ~ ANNUAL COST DETAIL ~ City of Chicago ADA Dedicated Paratransit Service**

Line No.	Cost Line Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	General Manager Wages	\$ 140,000.00	\$ 142,800.00	\$ 145,656.00	\$ 148,569.12	\$ 151,540.50	\$ 154,571.31	\$ 157,662.74	\$ 160,815.99	\$ 164,032.31	\$ 167,312.96
2	General Manager Benefits	\$ 15,653.38	\$ 16,051.35	\$ 16,462.11	\$ 16,886.18	\$ 17,324.06	\$ 17,776.31	\$ 18,243.49	\$ 18,726.18	\$ 19,225.02	\$ 19,740.65
3	General Manager D&A	\$ 285.58	\$ 454.67	\$ 472.71	\$ 489.15	\$ 508.49	\$ 528.56	\$ 549.36	\$ 570.94	\$ 593.33	\$ 616.54
4	Supervisor/Administrative Wages	\$ 917,025.99	\$ 944,064.54	\$ 963,784.34	\$ 983,864.98	\$ 1,004,313.70	\$ 1,025,137.86	\$ 1,046,344.95	\$ 1,067,942.65	\$ 1,089,938.77	\$ 1,112,341.26
5	Supervisor/Administrative Benefits	\$ 134,209.22	\$ 138,702.49	\$ 142,684.60	\$ 146,809.82	\$ 151,084.35	\$ 155,514.73	\$ 160,107.77	\$ 164,870.60	\$ 169,810.70	\$ 174,935.92
6	Supervisor/Administrative Other(1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Vehicle Maintenance Manager - Wages	\$ 114,927.07	\$ 117,225.61	\$ 119,570.13	\$ 121,961.53	\$ 124,400.76	\$ 126,888.77	\$ 129,426.55	\$ 132,015.08	\$ 134,655.38	\$ 137,348.49
8	Vehicle Maintenance Manager - Benefits	\$ 14,196.23	\$ 14,480.92	\$ 14,771.93	\$ 15,069.41	\$ 15,373.55	\$ 15,684.49	\$ 16,002.41	\$ 16,327.49	\$ 16,659.92	\$ 16,999.88
9	Foreman - Maintenance Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Foreman - Maintenance Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Utility - Maintenance Wages	\$ 211,781.14	\$ 219,447.43	\$ 227,113.71	\$ 235,259.14	\$ 244,362.86	\$ 253,945.71	\$ 264,007.71	\$ 274,069.71	\$ 284,131.71	\$ 294,193.71
12	Utility - Maintenance Benefits	\$ 30,471.42	\$ 31,478.23	\$ 32,491.40	\$ 33,566.09	\$ 34,757.50	\$ 36,011.12	\$ 37,327.31	\$ 38,651.59	\$ 39,984.36	\$ 41,326.04
13	Service- Maintenance Wages	\$ 436,288.32	\$ 446,350.32	\$ 458,648.32	\$ 470,387.32	\$ 484,362.32	\$ 497,778.32	\$ 511,194.32	\$ 524,610.32	\$ 538,026.32	\$ 551,442.32
14	Service- Maintenance Benefits	\$ 58,251.65	\$ 59,575.78	\$ 61,164.40	\$ 62,697.90	\$ 64,496.76	\$ 66,241.40	\$ 67,996.32	\$ 69,762.03	\$ 71,539.05	\$ 73,327.96
15	Fueler - Maintenance Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Fueler - Maintenance Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	D&A Testing & Physicals(2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Communication- Telephone System	\$ 103,569.76	\$ 106,676.85	\$ 109,877.16	\$ 113,173.47	\$ 116,568.68	\$ 120,065.74	\$ 123,667.71	\$ 127,377.74	\$ 131,199.07	\$ 135,135.04
19	Communication - Reports	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Communications - Two Way	\$ 118,120.00	\$ 99,003.60	\$ 101,973.71	\$ 105,032.92	\$ 108,183.91	\$ 111,429.42	\$ 114,772.31	\$ 118,215.48	\$ 121,761.94	\$ 125,414.80
21	Communications - Other(1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	General Office Supplies/Equip	\$ 39,876.56	\$ 41,072.85	\$ 42,305.04	\$ 43,574.19	\$ 44,881.41	\$ 46,227.86	\$ 47,614.69	\$ 49,043.13	\$ 50,514.43	\$ 52,029.86
23	Facility - Lease	\$ 509,677.21	\$ 522,466.84	\$ 535,577.78	\$ 549,017.91	\$ 562,795.54	\$ 578,402.21	\$ 594,445.16	\$ 610,936.67	\$ 627,889.38	\$ 645,316.28
24	Facility Utilities	\$ 62,249.00	\$ 64,116.47	\$ 66,039.97	\$ 68,021.17	\$ 70,061.80	\$ 72,163.65	\$ 74,328.56	\$ 76,558.42	\$ 78,855.17	\$ 81,220.83
25	Facility Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Facility Maintenance	\$ 25,627.87	\$ 26,396.71	\$ 27,188.61	\$ 28,004.27	\$ 28,844.40	\$ 29,709.73	\$ 30,601.02	\$ 31,519.05	\$ 32,464.63	\$ 33,438.56
27	Facility Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Insurance (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Fuel - Other(1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Vehicle Depreciation	\$ 1,346,121.49	\$ 1,346,121.49	\$ 1,346,121.49	\$ 1,346,121.49	\$ 1,346,121.49	\$ 1,346,121.49	\$ 1,602,934.74	\$ 1,602,934.74	\$ 1,602,934.74	\$ 1,602,934.74
31	Vehicle Licensing	\$ 35,250.00	\$ 36,307.50	\$ 37,396.73	\$ 38,518.63	\$ 39,674.19	\$ 40,864.41	\$ 43,582.91	\$ 44,890.40	\$ 46,237.11	\$ 47,624.22
32	Other (1) -	\$ 458,662.40	\$ 261,424.58	\$ 265,511.61	\$ 253,484.01	\$ 243,458.29	\$ 294,104.60	\$ 299,277.83	\$ 279,335.20	\$ 273,180.14	\$ 278,284.73
33	G&A (3)	\$ 394,645.01	\$ 313,925.78	\$ 324,720.53	\$ 335,022.37	\$ 344,327.65	\$ 356,051.95	\$ 374,987.90	\$ 384,892.05	\$ 395,403.76	\$ 405,236.15
34	<b>Subtotal</b>	<b>\$ 5,166,889.30</b>	<b>\$ 4,948,144.02</b>	<b>\$ 5,039,532.26</b>	<b>\$ 5,115,531.08</b>	<b>\$ 5,197,442.21</b>	<b>\$ 5,345,219.66</b>	<b>\$ 5,715,075.76</b>	<b>\$ 5,794,065.47</b>	<b>\$ 5,889,037.24</b>	<b>\$ 5,996,220.95</b>
35	Profit (3) % of Subtotal	\$ 762,566.28	\$ 773,106.60	\$ 794,443.44	\$ 816,274.20	\$ 836,099.46	\$ 860,260.38	\$ 899,465.28	\$ 921,123.42	\$ 944,235.18	\$ 966,920.22
36	Start Up Costs YR 1 Only (4)	\$ 26,356.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A	<b>TOTAL ANNUAL COST</b>	<b>\$ 5,955,811.68</b>	<b>\$ 5,721,250.62</b>	<b>\$ 5,833,975.70</b>	<b>\$ 5,931,805.28</b>	<b>\$ 6,033,541.67</b>	<b>\$ 6,205,480.04</b>	<b>\$ 6,614,541.04</b>	<b>\$ 6,715,188.89</b>	<b>\$ 6,833,272.42</b>	<b>\$ 6,963,141.17</b>
B	<b>MONTHLY FIXED COST (A divided by 12-B) Excludes Start up Cost</b>	<b>\$ 494,121.30</b>	<b>\$ 476,770.88</b>	<b>\$ 486,164.64</b>	<b>\$ 494,317.11</b>	<b>\$ 502,795.14</b>	<b>\$ 517,123.34</b>	<b>\$ 551,211.75</b>	<b>\$ 559,599.07</b>	<b>\$ 569,439.37</b>	<b>\$ 580,261.76</b>

1 Attach Detail on this item  
2 Drug & Alcohol (D&A) testing applies to all safety sensitive positions as defined by FTA/DOT Drug and Alcohol Regulations.  
3 Proposers may be required to submit additional detail on the calculation of Profit and General and Administrative costs  
4 Start up cost - Attach detail line item cost sheet

<b>Authorized Representative:</b>	Dorothea DePrisco, Assistant Corporate Secretary	<b>Date:</b>	December 2, 2019	2
<b>Authorized Signature</b>		<b>Date:</b>	December 2, 2019	2

**EXHIBIT A  
REQUEST FOR PROPOSAL NO. 419292  
DETAILED START UP COST ~ CHICAGO ADA DEDICATED PARATRANSIT SERVICES**

Line No.	Cost Line Item Description	Number of Personnel	Total Hours for all Personnel	Rate	Total Payroll	Benefits	START UP COST
1	Staffing Cost List Positions Below						
2	Dispatchers	3	240.0	\$ 21	\$ 5,061	\$ 469	\$ 5,530
3	Road Supervisors	3	240.0	\$ 16	\$ 3,769	\$ 350	\$ 4,119
4		0	0.0	\$ -	\$ -		\$ -
5		0	0.0	\$ -	\$ -		\$ -
6		0	0.0	\$ -	\$ -		\$ -
7		0	0.0	\$ -	\$ -		\$ -
8		0	0.0	\$ -	\$ -		\$ -
9		0	0.0	\$ -	\$ -		\$ -
10		0	0.0	\$ -	\$ -		\$ -
11		0	0.0	\$ -	\$ -		\$ -
12		0	0.0	\$ -	\$ -		\$ -
13		0	0.0	\$ -	\$ -		\$ -
14		0	0.0	\$ -	\$ -		\$ -
15		0	0.0	\$ -	\$ -		\$ -
16		0	0.0	\$ -	\$ -		\$ -
17		0	0.0	\$ -	\$ -		\$ -
18		0	0.0	\$ -	\$ -		\$ -
19		0	0.0	\$ -	\$ -		\$ -
20		0	0.0	\$ -	\$ -		\$ -
21	<b>Payroll Total</b>	<b>6</b>	<b>480.0</b>	<b>\$ 2</b>	<b>\$ 8,830</b>	<b>\$ 819</b>	<b>\$ 9,649</b>
22	Hiring Expense						\$ 2,307
23	Training Expense						\$ -
24	Communications - Voice Communication						\$ -
25	Communications - Data Lines						\$ -
26	General Office Supplies/Equip						\$ -
27	Facility Janitorial Services						\$ -
28	Facility- Improvements						\$ -
29	Facility - Utility Start Up Cost only						\$ -
30	Other (1) - Mobile Eye Install						\$ 14,400
31	Other (1) - Fuel for Driver Training						\$ -
32	Other (1) -						\$ -
33	Other (1) -						\$ -
34	<b>TOTAL</b>	<b>12.0</b>	<b>960.0</b>	<b>\$ 2</b>	<b>\$ 8,830</b>	<b>\$ 819</b>	<b>\$ 26,356</b>
1	Describe Other						
<b>Authorized Representative:</b>		Dorothea DePrisco, Assistant Corporate Secretary				<b>Date:</b>	December 2, 2019
<b>Authorized Signature</b>						<b>Date:</b>	December 2, 2019

**EXHIBIT A**  
**REQUEST FOR PROPOSAL NO. 419292**  
**MONTHLY FIXED COST ~ OTHER COST DETAIL ~ City of Chicago ADA Dedicated Paratransit Service**

Line No.	Cost Line Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
30	Other (1) -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Recruiting	\$ 37,268.62	\$ 40,178.88	\$ 41,645.23	\$ 43,028.99	\$ 44,596.73	\$ 46,219.82	\$ 47,900.15	\$ 49,639.70	\$ 51,440.52	\$ 53,304.71
	Drive Cam Monitoring	\$ 31,290.00	\$ 32,228.70	\$ 33,195.56	\$ 34,191.43	\$ 35,217.17	\$ 36,273.69	\$ 37,361.90	\$ 38,482.75	\$ 39,637.24	\$ 40,826.35
	Tolls	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Vehicle Inspection & License	\$ 13,779.00	\$ 14,192.37	\$ 14,618.14	\$ 15,056.69	\$ 15,508.39	\$ 15,973.64	\$ 16,996.14	\$ 17,506.02	\$ 18,031.21	\$ 18,572.14
	Non Vehicle Depreciation	\$ 338,432.78	\$ 135,795.87	\$ 135,853.06	\$ 119,801.30	\$ 105,488.22	\$ 151,710.25	\$ 151,774.62	\$ 127,104.34	\$ 116,070.73	\$ 116,141.06
	Surveillance Camera	\$ 37,892.00	\$ 39,028.76	\$ 40,199.62	\$ 41,405.61	\$ 42,647.78	\$ 43,927.21	\$ 45,245.03	\$ 46,602.38	\$ 48,000.45	\$ 49,440.47
	Total Other Cost	\$ 458,662.40	\$ 261,424.58	\$ 265,511.61	\$ 253,484.01	\$ 243,458.29	\$ 294,104.60	\$ 299,277.83	\$ 279,335.20	\$ 273,180.14	\$ 278,284.73

Note: The above detail is related to line item 32 (Other (1)-" on the "Monthly Fixed Cost" tab.



## Billing Reconciliation

Prepared by:  
Phone Number:

DATE

TO

SERVICE PERIOD		CONTRACT NUMBER		DUE DATE
				<i>Due 30 days from a Reconciled Invoice</i>
QUANTITY	EXPENSES	UNIT RATE	LINE TOTAL	
1	FIXED MONTHLY COST	\$ -	\$ -	
0.00	REVNEUE HOURS FOR MONTHLY ADA SERVICE	\$ -	\$ -	
0.00	REVENUE HOURS FOR CITY RTA RECERT.	\$ -	\$ -	
0.00	REVENUE HOURS FOR SUB. RTA RECERT.	\$ -	\$ -	
0.00	OTHER-	\$ -	\$ -	
0.00	PRODUCTIVITY			
0.00	<b>TOTAL HOURS</b>	<b>GROSS EXPENSE</b>	\$ -	
QUANTITY	LIQUIDATED DAMAGES DAYS WAIVED:	UNIT RATE	LINE TOTAL	
0	TRIPS UNDER THE 95% OTP PERFORMANCE GOAL	\$ -	\$ -	
0	MISSED TRIPS REPORTED	\$ -	\$ -	
0	MISSED TRIPS NOT REPORTED	\$ -	\$ -	
0	FAILURE TO COMMUNICATE TRANSFER	\$ -	\$ -	
0	UNAUTHORIZED SERVICE	\$ -	\$ -	
0	FAILURE TO COORDINATE DISPATCH PROCEDURES	\$ -	\$ -	
0	VEHICLE MAINTENANCE VIOLATIONS	\$ -	\$ -	
0	REPORTING VIOLATION(S) OTHER	\$ -	\$ -	
0	LATE COMPLAINTS	\$ -	\$ -	
0	LATE A&I REPORTS	\$ -	\$ -	
0	FAILURE TO COMPLY WITH PACE POLICY/ PROCEDURES	\$ -	\$ -	
0	CHARGE BACK FOR PACE EQUIPMENT	\$ -	\$ -	
0	ADJUSTMENTS-	\$ -	\$ -	
<b>TOTAL LIQUIDATED DAMAGES</b>			\$ -	
<b>NET REIMBURSEMENT</b>			\$ -	
QUANTITY	REVENUE	UNIT PRICE	LINE TOTAL	
0	ADA PASSENGER IMPUTED FARES	\$ 3.25	\$ -	
0	ADA COMPANION IMPUTED FARES	\$ 3.25	\$ -	
0	PACE SINGLE FARE CARDS (PINK)	\$ 3.25	\$ -	
0	PACE SINGLE FARE CARDS (GREEN)	\$ 3.00	\$ -	
0	TRANSFER TICKETS	\$ 3.25	\$ -	
<b>NET REVENUE</b>			\$ -	
<b>REIMBURSEMENT FOR ADA SERVICE</b>			\$ -	
QUANTITY	<i>Verizon Data Cost</i>		\$ -	
0			\$ -	
<b>NET REIMBURSEMENT</b>			\$ -	



## Billing Reconciliation

Prepared by:  
Phone Number:

DATE

TO

SERVICE PERIOD	CONTRACT NUMBER	DUE DATE

QUANTITY	EXPENSES	UNIT PRICE	LINE TOTAL
	REVNEUE HOURS FOR MONTHLY ADA SERVICE		\$0.00
	REVENUE HOURS FOR CITY RTA RECERT.		\$0.00
	REVENUE HOURS FOR SUB. RTA RECERT.		\$0.00
	OTHER		\$0.00
	OTHER		\$0.00
<b>0.00</b>	TOTAL HOURS	<b>GROSS EXPENSE</b>	<b>\$0.00</b>
QUANTITY	LIQUIDATED DAMAGES DAYS	UNIT PRICE	LINE TOTAL
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
0			\$0.00
<b>TOTAL LIQUIDATED DAMAGES</b>			\$0.00
<b>NET REIMBURSEMENT</b>			\$0.00

QUANTITY	REVENUE	UNIT PRICE	LINE TOTAL
0	ADA PASSENGER FARES		\$0.00
0	ADA COMPANION FARES		\$0.00
0	PACE SINGLE FARE CARDS (PINK)		\$0.00
0	PACE SINGLE FARE CARDS (GREEN)		\$0.00
0	TRANSFER TICKETS		\$0.00
0	OTHER		\$0.00
<b>NET REVENUE</b>			<b>\$0.00</b>

	<b>Total Reconciled Payment</b>	<b>\$</b>	-
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**REQUEST FOR PROPOSAL (RFP) NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR PROPOSAL PROCESS**

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Following the issuance of this Request for Proposal, and until the Notice of Award, Offerors and Offeror's sub-consultants shall communicate only with Pace's Chief Procurement Officer or authorized representatives for the Procurement Department, 550 W. Algonquin Road, Arlington Heights, IL 60005, as prescribed in these instructions. The authorized representative regarding this Request for Proposal is Opal Walls, 847-228-3594, [opal.walls@pacebus.com](mailto:opal.walls@pacebus.com). During this period, any other communications regarding this Request for Proposal with members of Pace's Board of Directors, Pace staff, or Pace consultants/sub-consultants shall result in disqualification of the involved Proposers and proposed sub-consultants.

**I. EVALUATION CRITERIA**

The Evaluation Committee will score each proposal in accordance with the general evaluation criteria and scoring system described below. **Technical proposals will be weighted at 45% and price will be weighted at 55% of the evaluation.** Evaluation of price is kept separate from the technical scoring of the proposal. **Do not include any pricing information in your technical proposal.**

**A. Technical Criteria**

Technical proposals will be evaluated based on the following criteria, which are listed in descending order of importance.

1. **Experience** – Experience of the firm, qualifications and experience of the proposed project manager, qualifications and experience of other key staff persons, and the proposing company's effectiveness in addressing various service and operational issues encountered in the operation of paratransit services. Experience of any and all subcontractors. A subcontractor is defined as providing a significant part of the Scope of Work. Include the prior experience and qualification of key staff employed by the subcontractor.

Performance history for compatible services applied for this operation and how success is measured including:

- On Time Performance (indicate pick up window)
- Productivity (eligible trips per revenue hour; does not include PCA or Companions)
- Average Travel Time per Trip (provide average miles per trip)
- Average Number of Downed Mobile Data Terminals daily for year 2018 (provide total MDTs in service)
- Ratio of Service Complaints to Trips for 2018 (provide total complaints and trips)

2. **Service Plan** – Proposer shall provide detailed step-by-step scheduling/routing and dispatching procedures to be implemented by staff for service routing and monitoring; staffing plans to meet service demand; training plans and programs including topic checklist, modules, time on each topic, refresher training; safety programs; and emergency procedures in compliance with *Exhibit G* of this proposal. Proposer shall provide proposed fleet to be used in Pace service in compliance with *Exhibit I. Scope of Work, Section IV. Vehicles* and *Attachment 6. Revenue Vehicle Requirements*. The plan shall demonstrate understanding of the proposed project (including the concept of integration of service components as part of both manual and automated scheduling systems); understanding of Pace policies, procedures, and requirements; and start-up plans. This includes the role proposed for all major subcontractor(s). **Note: The Contractor shall not subcontract the direct delivery of Pace Paratransit services.**
  3. **Maintenance and Vehicle Specifications** – Provide proposed preventive maintenance plans/ procedures/maintenance management staff, proposed program and procedures for the safe housing of vehicles. Project site facility including suitability for housing vehicles, access to major streets, and number of entrances/exits for vehicles. Proposed plans/procedures/staffing to perform major repairs as required. ~~Describe the experience of the firm and personnel to be assigned to perform maintenance.~~ This includes the assessment of proposed maintenance plans provided by any and all subcontractor(s). ~~The specifications of the proposed fleet.~~ Please reference *Exhibit G* for minimum requirements.
- B. Price Criteria**  
Pricing will be evaluated and scored based on the Grand Total included in *Exhibit A, Price Proposal*.

## **II. PROPOSAL CONTENT AND RFP SUBMISSION REQUIREMENTS**

### **A. Contract Documents**

Submit the original *Agreement Contract* with exhibits as specified in the Proposal Submittal Checklist in the Agreement Contract. To be a valid proposal, the agreement contract must be signed, dated and submitted on or before **July 25, 2019 at 2:00 p.m.**

All forms must be completed, dated, signed and/or notarized (when applicable). The contract and exhibits submitted shall be the originals provided with the solicitation package and shall not be altered or modified.

Any exceptions to the terms and conditions of the contract shall be clearly detailed in *Exhibit C. Request for Change to Terms and Conditions*.

### **B. Technical Proposals**

Submit one (1) original and eight (8) copies of your Technical Proposal, and one (1) CD containing a copy of your Technical Proposal. Technical proposals shall provide a straight-forward, concise description of the Contractor's capabilities to satisfy the



requirements of this RFP and will be incorporated into the final contract. Pace shall not be liable for any expense incurred in the preparation of proposals. Pace shall be under no obligation to return any response to this RFP or other material submitted as a result of this RFP.

**C. Price Proposal**

Submit only one (1) copy of your original price proposal (*Exhibit A*) and one (1) CD containing your price proposal in an envelope clearly marked with the RFP number, title and due date. The price proposal is to be submitted separately, but concurrently with your contract documents and technical proposals.

**D. Proposal Structure and Content**

Structure the proposal and information per the outline below as listed in **Items III-VI**. Include information for subcontractors in each item, if applicable. If information is not provided per this outline, your proposal can not be properly evaluated.

**III. PRIOR EXPERIENCE**

**A. Firm**

1. List non-Pace service operated by firm and/or proposed major subcontractor (i.e., ADA, advance reservation, interactive, route deviation, taxi, multiple service components, etc.). Indicate size of the services (including number of vehicles, vehicle type(s), budget, number of staff, ridership, whether an automated scheduling system was used or any other technologies, etc.).
2. List Pace service operated by firm and/or proposed major subcontractor (describe service, including number of staff, number of vehicles and vehicle type(s), whether an automated scheduling system was used or any other technologies, etc.).
3. Provide organizational charts with key personnel identified by name and position for both the firm and for the local project site.
4. Provide an organizational chart with key personnel identified for any and all proposed major subcontractors.

**B. Project Manager/General Manager**

1. Name Project Manager/General Manager (attach resume including month/year for start and end dates for each previous position held).
2. List skills and experience of Project Manager/General Manager including management, planning, general and/or public transportation, paratransit, dispatching, etc.
3. List paratransit operation(s) the individual has been with (i.e., ADA, advance reservation, real time, route deviation, taxi, etc.). List size of operation(s) (i.e., number of buses, budget, ridership, whether coordination of multiple components of service was involved, whether an automated scheduling system was used and which one, etc.); experience with Trapeze scheduling and routing software.
4. Provide qualifications for the Project Manager/General Manager position.

**C. Other Key Staff**

Detail key individuals involved with the start-up and/or on-going operation. Describe functions, experience, etc. and attach resumes. All resumes shall include month/year for start and end dates for each previous position held. For individuals involved with the start-up, specify how long and to what degree they will be committed to the contract. Provide qualifications for all key staff positions including Operations Manager, Maintenance Manager, Safety Manager, Schedulers/Routers, and Dispatchers.

**D. Company's Effectiveness in Addressing Paratransit Issues**

Provide detailed procedures used in managing day-to-day Paratransit services. Describe examples of how the company deals with day-to-day paratransit operating and service issues. Provide background and experience in similar service described in this proposal. This includes experience with automated features for service monitoring, optimizing and service oversight. Provide experience with scheduling and routing software, if applicable. Include the version of Trapeze for which experience is noted, if applicable.

**E. Performance Measures**

Provide performance measures for existing Pace contracts and like contracts including:

1. On-Time Performance (indicate pick-up window).
2. Productivity (eligible trips per revenue hour; does not include PCA or companion)
3. Average Travel Time per Trip (provide average miles per trip).
4. Average Number of Downed Mobile Data Terminals daily for year 2018 (provide total MDTs in service).
5. Ratio of Service Complaints to Trips for 2018 (provide total complaints and trips).
6. Provide a completed *Attachment 1. Performance History for Service Areas Comparable to City of Chicago Paratransit Services*, included at the end of this *Exhibit B*.

**IV. SERVICE PLAN**

**A. Scheduling/Routing and Dispatching**

Provide detailed step by step process and procedures for service monitoring, routing and management oversight. This information includes how automated features will be used and incorporated in the proposed service plan. **A general overview is not sufficient to adequately evaluate proposed processes.**

1. Describe how you will handle ride requests. This information should include how the trip will be scheduled/routed, how the ride will be dispatched (driver and dispatcher procedures, from the beginning of the drivers shift), and plans for monitoring service delivery. Describe proposed procedures for coordinating trip requests with the central call center. Describe the proposed procedure should the automated scheduling and routing system, Trapeze, is non-functional. This includes the proposed process for backing up the daily trip manifest.
2. List number of personnel involved with, scheduling, and dispatching, including a breakdown by function by hours of the service day. For staff doing more than one function, list their primary function.

3. Attach copies of any forms that may be used in the scheduling and or dispatching.
4. Provide background and experience of anyone you intend to assign as schedulers, or dispatchers. If individuals are not yet identified, provide job descriptions in compliance with *Exhibit I. Attachment 10*.

**B. Staffing Plans**

**All proposed key staff must comply with minimum qualifications described in *Exhibit I. Attachment 10*.**

1. State the number of drivers. How many full-time? How many part-time? How many split-shift?
2. Indicate driver deployment. Show numbers available by time of the day or provide a staffing chart.
3. State the number of dispatchers/schedulers. How many full-time? How many part-time? How many split-shift? Provide the proposed staff scheduling plan to cover each day of the week.

**C. Training**

1. Provide a detailed description of proposed driver training program. Include subjects covered, training industry modules, the **number of hours** in the classroom and on the road, and the procedure and form certifying an individual is ready to drive in the service. Include materials: electronic media, printed materials, videos, etc.
2. Provide a detailed description of scheduler/route and dispatcher training programs. Include subjects, training industry modules, number of days in the classroom and on the road, and the procedure and form certifying an individual is ready to schedule/route or dispatch in the service. Include materials; electronic media formatted material, videos, etc.
3. Describe on-going training/retraining programs, including subjects covered and proposed schedule for such training.

**D. Safety Program**

1. Present safety program. Describe accident procedures, monitoring program, safety meetings (including frequency of meetings), awards programs, discipline steps, retraining programs, on the road monitoring, etc.
2. Describe how complaints will be handled with regard to investigation, discipline, and prevention.

**E. Emergency Procedures**

1. Describe procedures for vehicle breakdowns and provide examples.
2. Describe procedures for accidents/incidents and provide examples.
3. Describe procedures for facility utility incidents - electrical failure, flood and fire that may impact service.
  - Include type of generator, how fueled, time and process to cut over, and duration of time it may be used. Describe routine testing procedures and previous experience with the system.
4. Describe backup procedures for voice communication interruptions that may

impact service.

- Include type of system, time and process to cut over, and duration of time the system may be used. Describe routine testing procedures and previous experience with the system.

**F. Understanding of the Project and Service To Be Provided – including integration of service components using both manual and automated scheduling**

1. Identify the aspects of the project that you view as the most challenging to handle. What specific actions do you plan to take?
2. Explain the phone system you will utilize for this project. If an alternative phone system structure is being proposed, explain how requests for each service component will be identified. Be specific on the system's capabilities, number of lines, expansion capabilities, etc.
3. Explain the radio system for this project, including coverage area, channels available for voice communication, channels available for data communication (if any), and specifications of system. Indicate whether the system operated off a frequency assigned to or owned by the company or if a communications service or network is used.
4. Provide a detailed explanation of proposed plans to integrate service components.

**G. Understanding of Pace Policies**

1. Describe differences between Pace policies listed in Exhibit G and your current policies. How will you make changes to comply with Pace policies?
2. List individual(s) responsible for:
  - a. submittal of Monthly Reports
  - b. employee information
  - c. accident/incident information

**H. Start-Up Plan**

1. List steps involved in the start-up plan, dates associated with each step, and individuals or positions responsible for implementation. **BE SPECIFIC.**
2. List the individual(s) or position(s) responsible for the following during the start-up:
  - a. training of drivers
  - b. training of dispatchers
  - c. supervision of drivers/dispatchers/mechanics
  - d. submittal of employee information

**I. Revenue Vehicles**

1. Revenue vehicles proposed must at minimum comply with the requirements described in *Exhibit I, Section IV. Vehicles* and *Attachment 6. Revenue Vehicle Requirements*.
2. List fleet in Pace Revenue service on the form provided in *Exhibit I. Scope of Work, Attachment 7. Sample Fleet Vehicle Information Form*.
3. Provide vehicle specifications to be used for procurement of revenue vehicles in

Pace service.

4. Provide photos of proposed revenue vehicles for Pace service

**V. MAINTENANCE PROGRAM AND FACILITY**

**A. Maintenance/Preventive Maintenance (PM)**

1. Explain the PM program. Does it meet the Pace program in *Exhibit G*?
2. Explain preventive maintenance to be done in-house and that which will be contracted out.
3. List the number of mechanics (by grade) and mechanic's helpers. List shift(s), responsibilities, supervisors by shift, and the person responsible for scheduling PMs. Include experience of the individuals.
4. Describe plans for cleaning and washing the buses.
5. List other equipment, firm is responsible for maintaining and who will work on that equipment.
6. List any outside vendors to be used and describe their experience. Include towing firms to be used.
7. List software used to track maintenance and parts.

**B. Facility**

1. Describe the facility proposed to house the operation and vehicles, identifying the location or general area in which the facility will be located. Provide detail of the square footage by function (office, operations, storage, maintenance, and bus washing). Is the facility properly zoned? What remodeling is required? (NOTE: If no specific building is proposed by the date of the submittal, include the parameters, by location and function, of the building being sought.)
2. Indicate the location and number of vehicle entrances and exits to the yard and the facility.
3. If inside vehicle storage is proposed, describe plans to ensure the security of the building.
4. If outside storage is proposed, describe plans to ensure security of the property and plans for handling cold weather and snow removal. Who will do the snowplowing?

**C. Other Vehicle Maintenance**

1. Describe procedures to identify needed repairs.
2. Describe procedures to ensure identified repairs are completed in a timely manner.
3. Describe plans to ensure required repair parts are available either on-site or within a reasonable period after the needed part is identified.
4. What plans have been developed for getting required body work completed in a timely manner?
5. Describe any other plans or procedures relating to the repair of vehicles, such as which types of repairs are planned for in-house work, what types of work will be sent out to an outside vendor, additional maintenance staff which may be required, etc.

**D. Experience**

1. What prior experience does the firm and maintenance personnel have specific to the type of preventive and regular maintenance required?
2. What will be done to ensure that the personnel assigned to perform vehicle maintenance maintains the appropriate level of experience, specifically with regard to employee turnover and on-going education and training?

**VI. SUBCONTRACTOR INFORMATION**

- A. Submit a list any and all major subcontractor(s) proposed to be utilized in the provision of Pace Paratransit Services. A major subcontractor is a subcontractor providing a significant part of the Scope of Work of the underlying contract. **Note: The Contractor shall not subcontract the direct delivery of the Pace Paratransit services.**
- B. Submit the following for any and all major subcontract(s) proposed:
  1. Identification of the proposed subcontractor.
  2. A copy of the major subcontractor(s) agreement or contract that will be executed including the full detailed description of the services to be subcontracted. Do not include subcontracted price in your technical proposal.
  3. Documentation as required in *Exhibit I. Scope of Work, Section X. PROVISIONS FOR SUBCONTRACTING.*

**VII. RFP PROCESS AND CONTRACT AWARD**

Properly submitted proposals will be evaluated based on the criteria described in an earlier section. Successful proposals may be further evaluated through oral presentation and interview and additional negotiations (including the Best and Final Offer process). Award will be made to the vendors who represent the best overall value to Pace. Questions regarding this RFP shall be submitted in writing to Opal Walls, Senior Contract Buyer at [opal.walls@pacebus.com](mailto:opal.walls@pacebus.com) or via fax at 847-228-2404 no later than **July 11, 2019 at 2:00 PM**. The RFP closing date is **July 25, 2019 at 2:00 PM**. Proposals submitted after this date and time will not be accepted.

Pace may (1) reject any or all offers if such action is in the public interest, (2) award to the highest rated offeror, and (3) waive informalities and minor irregularities in offers received.

Pace may disclose, via a debriefing, the following information post-award: (1) the overall evaluated price and technical rating of the successful proposer; (2) the overall ranking of all proposers, when any ranking was developed by PACE during evaluation, and; (3) the award recommendation.

**VIII. INTERVIEWS**

Initial interview of firms may be conducted and may include, but may not be limited to,

items A through M listed below.

- A. A presentation on the history of the firm and or subcontractor(s), including relevant experience with similar type and size projects, as well as experience with implementation of automated scheduling systems.
- B. An introduction of the key staff people assigned to the project and/or description of their background and experience. This may include principals in the company, proposed subcontractor(s) the project manager, the operations manager, the on-road supervisor, the maintenance manager, the dispatcher manager, and, if appropriate, one or more dispatchers. When present, each individual should be prepared to discuss, in detail, the background they bring to this project and their specific role in the project. If not present, a representative of the proposing company should be prepared to provide the necessary detailed information and answer questions concerning all relevant background and experience.
- C. Descriptions of any problems addressed in other services provided which are typical of those encountered in day-to-day operations of paratransit services.
- D. A presentation on the proposer's training and safety programs for administrative staff, drivers and dispatchers, on-going training and re-training programs, and the proposed on the road monitoring program. The interviewee may be required to provide details on training, walking the Committee through a typical training program for a driver and a dispatcher.
- E. A detailed description of dispatching procedures for all components of service. The interviewee may be required to give a hands-on demonstration of all dispatching and scheduling procedures which may be used in the proposed service.
- F. A detailed description of staffing plans for the project.
- G. A presentation on the proposer's emergency procedures.
- H. A presentation on the service plan at a level of detail which indicates and overall understanding of the service description and individual components, the concept of integration of service components, and how integration will be achieved in both manual and automated dispatching/scheduling systems.
- I. A presentation on start-up plans with a specific timetable of activities to be undertaken to put service on the street on April 1, 2020, including such items as occupancy of the proposed facility, hiring of necessary administrative and operations staff, and staff training. Include specific plans and timetable for vehicle acquisition.
- J. A tour of the proposed site(s) that the firm has designated to use for maintaining the equipment. This may include, if requested, a tour of any third-party maintenance firms the proposer intends to use.

- K. A tour of current and/or proposed facilities for housing and maintaining vehicles.
- L. Presentation/discussion and demonstration of proposed daily vehicle inspection and key preventive maintenance procedures.
- M. If requested by Pace, provide accident and loss history information for services currently operated.

**IX. ILLINOIS FREEDOM OF INFORMATION ACT/CONFIDENTIALITY**

Pace is subject to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.* as amended); therefore, the contents of this Request for Proposal (RFP) and the Contractor's proposal submitted in response to this RFP may be subject to disclosure under the Illinois Freedom of Information Act.



**EXHIBIT B – ATTACHMENT 1**

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES**

**PERFORMANCE HISTORY FOR SERVICE AREAS COMPARABLE TO CHICAGO ADA PARATRANSIT SERVICES**

#	Contracted Service	Start / End Date (MO/YR)	2018 Total Trips	2018 Average Miles per Trip	Pick up Window Beyond Scheduled Pick up Time	2018 Average Travel Time in Minutes	2018 # of Peak Time Vehicles	2018 # of Peak Time MDTs in Use	2018 Average Monthly Vehicle Miles
1.	SORTA Metro Access	3/2002 - present	231,099	6.8	15 min.	24	54	54	150,000
2.	OCTA ACCESS	7/2013 - present	953,568	9.62	30 min.	35	233-238	233-238	763,729
3.	RTD Access-A-Ride	11/2002 - present	317,652	not available	30 min.	not available	158	158	458,000
4.	ACCESS LYNX	3/2002 - present	461,537	14.68	30 min.	54	170-175	170-175	777,400
5.	City of Chicago	3/2008 - present	348,293	8.49	15 min.	39	95	95	246,432
6.	North Cook County	4/2015 - present	299,091	7.4	15 min.	31	72.5	72.5	236,308
7.	South Cook County	2/2003 - 7/31/19	307,754	7.03	15 min.	37	75	75	309,490
<b>PERFORMANCE MEASURES</b>									
#	Contracted Service	2018 <sup>1</sup> Employee Turnover Rate	2018 <sup>2</sup> Driver Turnover Rate	2018 <sup>3</sup> Productivity (Trips per Hour)	2018 On Time Performance %	2018 <sup>4</sup> Average Missed Trips	2018 <sup>5</sup> Ratio of Complaints to Trips	2017 / 2018 Average # of MDTs Down Daily	2017 / 2018 Preventable Accidents per 100,000 Miles *
1.	SORTA Metro Access	18.75%	12.50%	2.4	93%	1 total	0.00015	0.25	0
2.	OCTA ACCESS	16.67%	10.99%	2.2	94.2%	1,092	0.00188	10-15	0.000054
3.	RTD Access-A-Ride	25.00%	29.48%	1.1	86.7%	984	0.001	1	0.00021
4.	ACCESS LYNX	40.32%	32.79%	1.25	91.78%	65	0.00234	9	0.00094
5.	City of Chicago	36.21%	38.63%	1.6	89%	528.5	0.0116	4.56	0
6.	North Cook County	46.81%	34.97%	1.92	92.5%	335	0.0046	1.25	0.000176
7.	South Cook County	27.08%	22.43%	1.47	92.59%	148.83/mo	0.005	5.33	0.00051

<sup>1</sup> Divide the total number of project site employees that left in 2018 by the total number of project site employees retained in 2018 (excluding drivers).

<sup>2</sup> Divide the total number of project site drivers/operators that left in 2018 by the total number of project site drivers/operators retained in 2018.

<sup>3</sup> Productivity is calculated by dividing the number of eligible trips per revenue hour. Do not include PCAs, escorts or companion.

<sup>4</sup> Missed Trips are defined as trips scheduled but not transported for any reason and trips picked up sixty (60) minutes or later than the scheduled pick-up time.

<sup>5</sup> Ratio of Complaints to Trips is calculated by dividing the number of total complaints in 2018 by the total number of trips in 2018.

\* NTD

REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS

Pursuant to Exhibit D, Section A, Article 15, Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Pace will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input type="checkbox"/> Modification <input type="checkbox"/> Elimination <input checked="" type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>N/A</u> , Page <u>    </u> , Section/Paragraph/Article: <u>Price Adjustment</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Proposed Language: Include new section that provides for price adjustments if Contractor's revenue decreases or Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by Pace, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.</p> <p>Explanation: Contractor needs price protection for changes requested by Pace, or matters that were not contemplated at the time of Contractor's proposal.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> Change rejected with further modification as stated below
<p>Pace is not amenable to the proposed language but is amenable to the addition of the following language to the Contract: <i>"A change in Contractor's revenue hours may justify a rate adjustment to be negotiated by the parties if the change causes Contractor's existing service levels to increase or decrease by more than 20% for six (6) consecutive months. Contractor shall provide Pace with cost detail for each budgeted line item modified by an increase in the service level."</i></p> <p>MV accepts Pace's modification. <i>MV 12/13/2019</i></p>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

Pursuant to Exhibit D, Section A, Article 15, Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Pace will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>Contract</u> , Page <u>1</u> , Section/Paragraph/Article: <u>§3 – Time for Completion of Services</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Three-year option to be added at Pace's sole discretion</p> <p>Proposed Language: Revise to provide for three-year option to be mutually agreed to by Pace and Contractor.</p> <p>Explanation: Extension of the agreement should require mutual agreement.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input checked="" type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected
<p>Paragraph 3 of the Contract (Time for Completion of Services) and Section XI of Exhibit I (Period of Performance) are modified as follows: "The eContract period will be seven (7) years, <del>with one (1) three-year option.</del> This Contract shall be effective as of the date executed by Pace. Service provided under this Contract shall commence on April 1, 2020 and terminate after the last scheduled revenue vehicle hour on March 31, 2027. <i>Pace shall have the option to request that the Contract period be extended for three years by providing Contractor with written notice prior to the expiration of the Contract period in which event Contractor shall have five (5) days to provide Pace with written notice of Contractor's approval or disapproval of the extension. In the absence of such notice by Contractor, Contractor shall be deemed to have approved the extension. In the event that the three-year Pace option is exercised of Contractor's approval or deemed approval of the extension, the services provided under this eContract shall terminate after the last scheduled revenue vehicle hour on March 31, 2030. <del>The three-year option may be added at Pace's sole discretion.</del></i>"</p> <p>MV accepts Pace's modifications. <i>MV 12/13/2019</i></p>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

Pursuant to Exhibit D, Section A, Article 15, Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Pace will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>Contract</u> , Page <u>2</u> , Section/Paragraph/Article: <u>§7 – Indemnification</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Indemnification.</p> <p>Proposed Language: Revise to exclude claims based on the active negligence and/or willful misconduct by Pace or any indemnified party.</p> <p>Explanation: For damages resulting from the joint negligence of Contractor and Pace, damages should be apportioned on a percentage of fault basis.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> <u>Change rejected with further modification as stated below</u>
<p><del>Proposed language: Notwithstanding the foregoing, Contractor shall not be liable for claims resulting from any indemnified party's negligence or willful misconduct. For liabilities resulting from the joint negligence of Contractor and any indemnified party, Contractor's indemnity obligation shall be limited to Contractor's percentage of fault.</del></p> <p>The following language is added to the end of the subject Indemnification provision: "Notwithstanding the foregoing, Contractor shall have no indemnification obligations under this section for liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses resulting solely from Pace's gross negligence or willful or wanton misconduct."</p> <p>MV accepts. <i>M 12/13/2019</i></p>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

Pursuant to Exhibit D, Section A, Article 15, Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Pace will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>Contract</u> , Page <u>4</u> , Section/Paragraph/Article: <u>§17 – Termination for Insufficient Funds</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Pace shall have no further obligations under the Contract in respect to payment, with the exception of payment for authorized service already performed, and costs already accrued.</p> <p>Proposed Language: Contractor shall not be required to perform any services under the Contract if sufficient funds are not available to pay Contractor for such services. Contractor should also be paid its reasonable close-out costs related to a termination for insufficient funds.</p> <p>Explanation: Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> Change rejected
MV accepts Pace's rejection of modification. <i>W 12/13/2019</i>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

Pursuant to Exhibit D, Section A, Article 15, Proposers may use this form, or a reasonable facsimile, to request a consideration for a change, addition, or elimination to/of the standard terms and conditions included in this RFP. Attach additional forms as required. Completed forms must be submitted concurrently along with your proposal. Forms submitted after the proposal due date will not be considered. Pace will negotiate in good faith only items identified on this form, or a reasonable facsimile. Alternate contracts, manual modifications, supplemental statements, or other changes noted/imbedded in other RFP documents or in the technical and price proposal submitted by the Proposer will not be considered and shall not be official or binding on Pace. Additionally, such modifications or inclusions may result in a non-responsive determination against your proposal. Only changes initiated by this form, negotiated in good faith, and incorporated into the final contract shall be official and binding.

<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input type="checkbox"/> Modification <input type="checkbox"/> Elimination <input checked="" type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>D</u> , Page <u>1</u> , Section/Paragraph/Article: <u>A. General Contract Conditions §2.4</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authority to act for the Pace Chief Procurement Officer.</p> <p>Proposed Language: Include requirement for authorized representative to provide evidence that such representative is authorized to act for the Pace Chief Procurement Officer.</p> <p>Explanation: If Contractor is to be held liable for "all the risk and consequences" of performing any order of any person not authorized to issue such order, then each person issuing an order must provide evidence that such person is authorized to do so.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> <u>Change rejected with further modification as stated below</u>
<p><del>MV is proposing the following language be added to this exception. Contractor needs assurance of order or instruction being submitted by an authorized Pace representative.</del></p> <p><del>In order for MV to be bound by any order "of any authorized representative" then the authorized representative must provide a signed certificate proving that such person is in fact an authorized representative of PACE.</del></p> <p>The subject provision is modified as follows: "The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authority to act for the Pace Chief Procurement Officer, <i>and such order shall include the Pace Chief Procurement Officer's written certification that the person issuing the order is his/her authorized representative, provided, however, but</i> the Contractor assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order."</p> <p>MV accepts <i>MV 12/13/2019</i></p>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

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<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>D</u> , Page <u>2</u> , Section/Paragraph/Article: <u>A. General Contract Conditions §9</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Pace may terminate this Contract at any time hereafter, with or without cause, by giving written notice to the Contractor at the address specified above.</p> <p>Proposed Language: Revise to provide Contractor with 90 days' written notice, as well as payment of Contractor's reasonable close-out costs.</p> <p>Explanation: Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> Change rejected
<p>MV does not accept the rejection of this modification as it is a reasonable accommodation to allow for appropriate notice to the contractor to ensure compliance with the WARN act as well as reasonable accommodation of close out costs.</p> <p>Pace Rejects</p> <p>MV accepts Pace rejection <i>MV 12/13/2019</i></p>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

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<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input type="checkbox"/> Modification <input checked="" type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>D</u> , Page <u>2</u> , Section/Paragraph/Article: <u>A. General Contract Conditions §10</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: The Contractor warrants that the unit price(s)/hourly rates(s) charged herein do not exceed the unit prices/hourly rates charged by the Contractor to any other customers in substantially similar transactions. The Contractor agrees to make any price rebate which this warranty may require.</p> <p>Proposed Language: Delete.</p> <p>Explanation: Contractor provides services to clients across North America, and pricing, services, requirements, etc. vary (often significantly) by region and by contract (even within the same region). It is not possible for Contractor to guarantee most favored customer pricing.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input checked="" type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected
<p>MV proposed language: The Contractor warrants that the unit price(s)/hourly rates(s) charged herein do not exceed the unit prices/hourly rates charged by the Contractor to other customers for projects having the same characteristics (including the size and scope of the project, remaining contract term, prevailing wage rates, and real estate costs, etc.), and excluding any project for which Contractor is losing money. The Contractor agrees to make any price rebate which this warranty may require following confirmation of the pricing and characteristics of the other project.</p> <p>MV accepts <i>MV 12/13/2019</i></p>	



**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

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<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>D</u> , Page <u>3</u> , Section/Paragraph/Article: <u>A. General Contract Conditions §17</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Indemnification.</p> <p>Proposed Language: Revise to exclude claims, costs, or expenses arising from or relating to Pace's negligence or willful misconduct.</p> <p>Explanation: For damages resulting from the joint negligence of Contractor and Pace, damages should be apportioned on a percentage of fault basis.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> <u>Change rejected with further modification as stated below</u>
<p><del>MV proposed language: Notwithstanding the foregoing, Contractor shall not be liable for claims resulting from any indemnified party's negligence or willful misconduct. For liabilities resulting from the joint negligence of Contractor and any indemnified party, Contractor's indemnity obligation shall be limited to Contractor's percentage of fault.</del></p> <p>Section 17 of Exhibit D is duplicative of section 7 of the base Contract and is therefore stricken.</p> <p>MV accepts <i>MV 12/13/2019</i></p>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

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<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>D</u> , Page <u>3</u> , Section/Paragraph/Article: <u>A. General Contract Conditions §30</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Only the courts of Illinois shall have jurisdiction over controversies arising out of this Contract. Any action shall be brought exclusively in the state courts of Illinois.</p> <p>Proposed Language: Revise to include the state or federal courts of competent jurisdiction located in Illinois.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> Change rejected
<p>MV accepts rejection of change request.</p> <p align="center"><i>M 12/13/2019</i></p>	

REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS

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<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input type="checkbox"/> Modification <input checked="" type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>D</u> , Page 29-34, Section/Paragraph/Article: <u>B</u> . FTA Requirements §14
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: Davis-Bacon and Copeland Act provisions.</p> <p>Proposed Language: Delete.</p> <p>Explanation: Delete to the extent these do not apply to this Contract (and appears they would not since this is not a construction contract).</p>	
<b>Pace Response:</b>	<input checked="" type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input type="checkbox"/> Change rejected
No action needed, Pace accepts revision, <i>MV 12/13/2019</i>	

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
REQUEST FOR CHANGE TO TERMS AND CONDITIONS**

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<b>Proposer:</b>	MV Transportation, Inc.
<b>Requesting:</b>	<input checked="" type="checkbox"/> Modification <input type="checkbox"/> Elimination <input type="checkbox"/> Addition
<b>To/of:</b>	Exhibit <u>F</u> , Page <u>2</u> , Section/Paragraph/Article: <u>Insurance Requirements – Paratransit Automobile Physical Damage</u>
<i>If requesting a modification to language or additional clause(s), specific language must be proposed below:</i>	
<p>Stated Language: and; Collision perils, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground.</p> <p>Proposed Language: Remove or add language similar to "Contractor may satisfy this requirement through the use of self-insurance."</p> <p>Explanation: We recommend amending this requirement to allow for the self-insurance of auto collision coverage. This type of coverage is typically self-insured by companies of our size and financial strength.</p>	
<b>Pace Response:</b>	<input type="checkbox"/> Change accepted as stated <input type="checkbox"/> Change accepted with further modification as stated below <input checked="" type="checkbox"/> Change rejected
<p><b><u>Automobile Physical Damage</u></b> with coverage afforded for <b><u>Comprehensive perils</u></b> including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; <b><u>Collision perils</u></b>, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the <b><u>Replacement Cost Actual Cash</u></b> value of the vehicle(s). <b><u>Replacement Cost is defined as cost to replace new with like kind and quality and zero (\$0) in accumulated depreciation. Actual cash value is defined as the lesser of the actual cash value of the damaged or stolen property at the time of the loss, or the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality as of the time of the loss.</u></b> Contractor may satisfy this requirement through the use of self-insurance, but is required to submit written confirmation of such self-insurance on Contractor letterhead along with the insurance certificate and corresponding endorsements, prior to contract award, and subject to the terms of Exhibit F. <b>MV accepts</b> <i>NV 12/13/2019</i></p>	

**PACE SUBURBAN BUS SERVICE**  
**GENERAL CONTRACT PROVISIONS**  
**SERVICE CONTRACTS**  
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PACE SUBURBAN BUS SERVICE  
INSTRUCTIONS TO CONTRACTORS & GENERAL CONTRACT CONDITIONS

The following instructions, terms and conditions shall apply to Pace solicitations and Contracts. All Bidders or Proposers shall be referred to as "Contractors" and all bids or offers as "Bids" or "Bid Quotations" in this section of the Contract.

SECTION A - INSTRUCTIONS TO CONTRACTORS & GENERAL TERMS AND CONDITIONS

1. Conditions of Acceptance of Bid: This Invitation for Bid expressly limits acceptance to the terms and conditions stated herein and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the Contractor are objected to and hereby rejected unless accepted by Pace prior to the time and date of bid opening. The Contractor further understands and agrees that if this bid is accepted, the Contractor is to furnish any and all of the services upon which prices are quoted, at the price and delivery time stated, subject to all terms, conditions, and requirements set forth in the bid and in the resulting Contract. Pace reserves the right to extend the bid quotation opening date and to reject any or all bid quotations or any part thereof. Pace further reserves the right to excuse informalities in the bid quotations and bidding when, in the judgment of Pace, the best interests of Pace will be served and the spirit of competition will be maintained.
  
2. Authorities and Limitations
  - 2.1 The articles, sections, paragraphs or other headings shown are for convenience and reference only and in no way define, limit or describe the scope or intent of this Contract or its Exhibits.
  
  - 2.2 This Contract constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Contract.

Contractor represents and warrants that: (a) Contractor has conducted such independent review, investigation, and analysis and obtained such independent legal advice as desired by Contractor to evaluate this Contract and the transaction(s) contemplated by this Contract and (b) Contractor has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Contract and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Contract, Contractor acknowledges that Pace will not have or be subject to any liability to Contractor resulting from the distribution to Contractor or Contractor's use of any information, including any information provided or made available to Contractor or any other document or information in any form provided or made available to Contractor, in connection with this Contract and the transaction(s) contemplated by this Contract.
  
  - 2.3 All services/work shall be performed under the direction of the Chief Procurement Officer who alone shall have the authority to bind Pace and to exercise the rights, responsibilities, authorities and functions vested within the Contract documents, except that the Chief Procurement Officer shall have the right to designate authorized representatives to act on their behalf. Wherever any provision in this Contract specifies an individual (such as, but not limited to, Engineer, Resident Engineer, Inspector, Site Manager or Architect) or organization, whether Pace or private, to perform any act on behalf of or in the interests of Pace, that individual or organization shall be deemed to be Pace Chief Procurement Officer authorized representative under this Contract but only to the extent so specified.

Pace's Chief Procurement Officer may, at any time during the performance of this Contract, vest in any such authorized representatives, additional power and authority to act on their behalf or designate additional representatives, specifying the extent of their authority to act or designate additional representatives to the extent deemed necessary.
  
  - 2.4 The Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authority to act for the Pace Chief Procurement Officer, but the Contractor assumes all the risk and consequences of performing the Contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.
  
3. Withdrawal of Bids: Once submitted, bids may only be withdrawn with Pace's consent prior to bid opening and may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of ninety (90) days after the opening thereof by Pace.

4. Errors in Bids: The Contractor is cautioned to verify any Bids made before submission. No bid may be withdrawn or changed after it has been opened unless Pace has determined:
  - a. That an obvious mistake of a mechanical or clerical nature was actually made; not just an error in judgment, such as underestimating material or service costs.
  - b. That the "mistaken" Contractor was not guilty of culpable negligence in making the error, or in delay in communicating the fact to Pace on discovery.
5. Irregular Bids: The Contractor understands that the bid must show the unit prices for all services which are proposed to be furnished, and that extensions must be shown and that if not so shown, their bid may be rejected as irregular.
6. Performance: It is understood and agreed that time of performance is of the essence of this Contract. If the Contractor is delayed in the performance of the services purchased under the Contract by a cause beyond his control, he must immediately upon receiving knowledge of such delay, give written notice to Pace and request an extension of time for completion of the Contract. Pace shall examine the request and determine if the Contractor is entitled to an extension. Pace shall notify the Contractor of the decision in writing.
7. Assignments: The Contractor agrees that neither this Contract nor any part of it or any of the monies due from this Contract may be assigned without the prior written consent of Pace. Any successor or assign under this Contract will be required to accede to all of the terms, conditions and requirements of this Contract as a condition precedent of such succession or assignment. Assignment of any portion of the work by subcontract must be approved in advance by Pace, in writing.
8. Waiver: Pace's failure to promptly enforce any of the conditions of this Contract shall not constitute a waiver of any of Pace's other rights.
9. Termination: Pace may terminate this Contract at any time hereafter, with or without cause, by giving written notice to the Contractor at the address specified above. Termination shall be effective upon receipt of such notice by the Contractor. If Pace terminates this Contract other than for breach thereof by the Contractor, Pace agrees to pay the Contractor, and Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation. In the event of breach or violation by the Contractor of any provision of the Contract, Pace may allow the Contractor a reasonable opportunity to cure the breach prior to termination under this provision. Upon termination of this Contract for breach by the Contractor, the Contractor assumes liability for all excess costs incurred by Pace to complete the Scope of Services specified in the Contract.
10. Price Warranty: The Contractor warrants that the unit price(s)/hourly rates(s) charged herein do not exceed the unit prices/hourly rates charged by the Contractor to any other customers in substantially similar transactions. The Contractor agrees to make any price rebate which this warranty may require.
11. Payment: Payments will be made in accordance with the terms in the Contract, or the Contractor's invoice, whichever are more favorable to Pace. The payment date shall be calculated from the receipt of invoice or final acceptance of the goods or services, whichever is later in accordance with the Local Government Prompt Payment Act. Under the Act, Pace will pay the Contractor within thirty (30) days of its approval of Contractor's invoice. Contractor agrees that it shall pay all subcontractors who have completed satisfactory work under the subcontract no later than thirty (30) days from receipt of payment by Pace. The Contractor further agrees to return any retainage payments withheld from subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. This requirement is also applicable to all sub-tier subcontractors and suppliers and shall be made a part of all subcontracts and agreements. Pace is exempt from local, state, and federal taxes.
12. Warranties: The following warranty will apply unless otherwise provided for in the Contract documents. The Contractor warrants that articles or work products delivered hereunder shall be free from defects of material and workmanship and that all products furnished will conform to samples, specifications and/or drawings submitted as may be applicable and are fit for the purpose for which purchased. The warranty period shall be for one (1) year from the date of delivery or date of final acceptance whichever is later. Pace may return any nonconforming or defective items or work products to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance of items or work products by Pace or payment therefore, shall not relieve the Contractor of his responsibilities hereunder.



13. Additional Charges: The price quoted for each service is the full purchase price, including delivery charges, and includes all premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. The Contractor warrants that prices include all charges for packing, crating and transportation to F.O.B. points.
14. Contractors Record and Qualifications: The Contractor, within forty-eight hours after being requested in writing by Pace, shall furnish evidence satisfactory to Pace of the Contractor's ability and responsibility, financial and otherwise, to furnish the service specified in the manner and at the time prescribed and in accordance with the specifications of Pace.
15. Modifications to Solicitation or Contract:
  - a. For Invitation for Bids (IFBs), request for any change in the Contract bid documents must be submitted and received in writing no later than ten (10) business days prior to the bid opening date.
  - b. For Request for Proposals (RFPs), requests for any change in the Contract proposal documents must be submitted as Contract exceptions along with the technical and price proposals on the RFP due date.
  - c. No changes, amendments, or modifications to this Contract shall be valid unless in writing and signed by the duly authorized signatory of each party. Oral change orders are not permitted. Contractor shall be liable for correcting, to Pace's satisfaction, Contractor's actions which violate this section (c) and/or paying all costs resulting from such actions.
16. Cash Discounts: The Contractor offering the lowest bid shall be determined by comparing the gross individual unit prices, or the gross bid total, as applicable. Cash (early payment) discounts are not taken into consideration when determining the lowest bid.
17. Indemnification: The Contractor shall indemnify, keep and save harmless Pace, its agents, officials and employees against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the services or products provided under this Contract, including any copyright or patent infringement or claim of such infringement arising from the intended use of goods or services furnished hereunder. The Contractor agrees to indemnify and hold harmless Pace, its employees and Officers, from any and all claims by persons or entities that may arise out of and in the course of its performance of this Contract, and from any and all claims by its subcontractors, employees or independent contractors which may arise out of and in the course of performance of this Contract. Any and all claims for unemployment benefits and worker's compensation benefits are expressly waived by the Contractor, its subcontractors, employees, and independent contractors, who agree to maintain separate policies of insurance as hereinafter are provided in this agreement. The Contractor shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.
18. Processing Data Between Years and Centuries: Hardware, software and firmware delivered under this Contract shall be able to accurately process data between years and centuries.
19. Regulatory Compliance: All services furnished hereunder by the Contractor shall comply with all Federal, State and local laws, rules and regulations as applicable, including, but not limited to:
  - a. Surface Transportation Assistance Act of 1982, Section 165a of Public Law 100-17 (Buy America).
  - b. The Occupational Safety and Health Act of 1970, and the Illinois Toxic Substance Act, with respect to the design, construction or use for their intended purpose of said goods or services and the labeling of all goods and containers for the protection and safety of persons and property.
20. Disclosures: The Contractor shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of Pace, unless expressly authorized in writing by Pace. Upon Pace's request, such data, designs or other information and any copies thereof shall be returned to Pace. Where Pace's data, designs or other information are furnished to the Contractor's suppliers for procurement of services by the Contractor for use in the performance of Pace Contracts, the Contractor shall insert the substance of this provision in its Contract.
21. Non-Collusion: In submitting a signed bid proposal to Pace, the Contractor warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of Pace or to any other Contractor for the purpose of obtaining this Contract.

22. **Conflict of Interest:** Members of the Board, officers and employees of Pace, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any Contract or any direct pecuniary interest in any Contract which will be wholly or partially performed by the payment of funds or the transfer of property of Pace in accordance with Section 4.03 of the Pace Regulations Governing Public Bidding (Ordinance SBD 18-14).
23. **Conflict In Provisions:** In the event of a conflict between any of the terms and conditions contained in the base Contract and its referenced exhibits, the base Contract provisions shall apply unless otherwise provided for.
24. **Approximate Quantities:** Where approximate or estimated quantities are stated, the unit prices quoted in the bid will apply regardless of whether the actual quantities are greater or lesser than the assumed quantities, the stated total notwithstanding.
25. **Equal Employment Opportunity:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, national origin, ancestry, marital status, physical or mental handicap or unfavorable discharge from military service. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If the Contractor is required to file an Affirmative Action Plan with any federal, state or local agency, the Contractor assures Pace that it is in full compliance with such filing requirements.

The Contractor agrees to comply with all provisions of the "Illinois Human Rights Act", 775 ILCS Title 5, as now or hereafter amended and with all rules, regulations, and guidelines on discrimination in employment as now or hereafter promulgated thereunder. All such provisions, rules, resolutions and guidelines, including but not limited to; Article VI "Equal Opportunity Clause" of the Rules and Regulations of the Department of Human Rights are hereby incorporated into the Contract by reference.

26. **Disadvantaged Business Enterprise Compliance Requirements:** Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, Contractor agrees to the following DBE assurances, and agrees to include this clause in all subcontracts:

*The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Pace deems appropriate.*

**PACE HAS SET A GOAL OF 0 % DBE PARTICIPATION FOR THIS CONTRACT**

**DBE RESPONSIVENESS REQUIREMENTS**

**In order to be considered responsive, a bidder must make good faith efforts to meet the goal for Disadvantaged Business Enterprise (DBE) participation in this contract. The bidder must comply with Paragraphs A and B below and submit all documentation with submittal of the bid. If the bidder fails to do so, its bid may be deemed non-responsive and may be rejected.**

- A. Properly completing and signing Schedule A (Summary of DBE Participation). Schedule A is a list of all DBE subcontractors, their scope of work to be performed and dollar amount of participation of each DBE subcontractor.

**ANY DBE(S) LISTED ON SCHEDULE A MUST BE DBE CERTIFIED BY THE ILLINOIS UNIFIED CERTIFICATION PROGRAM (IL UCP) AT THE TIME OF THE BID OPENING.**

- B. Properly complete Schedule B (Confirmation of Proposed DBE Participation) of this Exhibit. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE's scope of work, and dollar amount of participation of each, and only each, DBE that will participate in this contract. If the bidder is itself a DBE, the DBE bidder must indicate on Schedule B what scope of work its forces will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s).

DBE RESPONSIBILITY REQUIREMENTS

## A. DBE Joint Ventures

If the bidder is a DBE joint venture, a two-party signed joint venture agreement (Schedule C) must be submitted to Pace for Pace's approval along with your bid. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as set forth in the definitions in the following section "Calculating DBE Participation."

## B. Substitutions

The bidder cannot substitute any DBEs listed on Schedule A or C (if a joint venture) without prior written approval from Pace.

CALCULATING DBE PARTICIPATION

**Pace will only count those DBEs that are certified by the IL UCP at the time of bid opening towards a Pace Contract goal.**

## A. Definitions

**"Disadvantaged Business Enterprise" or "DBE"** means a for-profit small business concern that meets all of the following criteria:

1. Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals
2. Whose management structure and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it
3. Is certified by the IL UCP at the time of bid opening

**"Good Faith Efforts"** means efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. This definition is not intended to relieve the bidder of any of the responsiveness (or responsibility) requirements listed in SECTION B, *Disadvantaged Business Enterprise Compliance Requirements* of this Exhibit.

**"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**"Small Business concern"** means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

**"Socially and Economically Disadvantaged"** individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who Pace finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
  - a. "*Black Americans*," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "*Hispanic Americans*," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "*Native American*," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d. "*Asian Pacific American*," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust

Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

e. “*Subcontinent Asian American*,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;

f. “*Women*”;

g. Any additional groups whose members are designated as socially and economically disadvantaged by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.

B. General Conditions/DBE Calculations

Pace will use the certification standards of Subpart D of *49 CFR Part 26* and the certification procedures of Subpart E of *49 CFR Part 26* to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Pace will make its certification decision based on the facts as a whole.

As a partner in the IL UCP, Pace can provide, upon request, a directory of IL UCP DBE firms. The directory will also be available electronically at [www.pacebus.com](http://www.pacebus.com).

As required by 49 CFR Part 26.55, Pace counts DBE participation toward overall and contract goals as follows:

1. When a DBE participates in a contract, Pace counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE’s area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.
2. Pace counts the entire amount of that portion of a contract that is performed by the DBE’s own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the Contractor or its affiliate).
3. Pace counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided Pace determines the fee to be reasonable and not *excessive as compared with fees customarily allowed for similar services*.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE’s subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
5. When a DBE performs as a participant in a joint venture, Pace counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
6. Pace counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this contract.
  - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Pace must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.
  - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, Pace must examine similar transactions particularly those in which DBEs do not participate.

- c. If a DBE firm acting as a Contractor and/or as a subcontractor under this contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Pace must presume that it is not performing a commercially useful function.
  - d. Pace uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:
    - i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
    - ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
    - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
    - iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
    - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and
    - vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
  - e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. Pace may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - f. Pace's decisions on commercially useful function matters are subject to review by the Federal Transit Administration but are not administratively appealable to United States Department of Transportation.
7. Pace counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, Pace counts 100 percent (100%) of the cost of the materials or supplies toward DBE goals;
  - b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
  - c. If materials or supplies are purchased from a DBE regular dealer, Pace counts sixty percent (60%) of the cost of the materials or supplies toward DBE goals;
  - d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;

- ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
  - iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;
  - iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Pace counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided Pace determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. Pace will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;
8. Pace will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.
9. Pace will not count the participation of a DBE subcontractor toward the Contractor's DBE achievements or Pace's overall goal until the amount being counted toward the goal has been paid to the DBE.

GOOD FAITH EFFORTS

In order to be responsive, a bidder must make good faith efforts to meet Pace's DBE goal in either of two ways. The bidder must either 1) document how it will meet the full goal by completing and signing Schedule A or C (if a joint venture); or 2) document its attempt to meet the goal through detailed, corroborating evidence, i.e. demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful. Pace will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. Pace will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer made. The efforts employed by the bidder should be those that one would reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of action that Pace will consider as part of the evaluation of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the ability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiating in Good Faith with interested DBEs
  - 1. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes:
    - a. the names, addresses, and telephone numbers of DBEs that were considered
    - b. a description of the information provided regarding the plans and specifications for the work selected for subcontracting
    - c. evidence as to why additional agreements could not be reached for DBEs to perform the work

2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Pace or the bidder.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Pace will also take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to commit to the contract goal, but others commit to the goal, Pace will raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have committed to the goal. If the apparent successful bidder fails to commit to the goal but meets or exceeds the average DBE participation obtained by other bidders, Pace may view this, in conjunction with other factors, as evidence that the apparent successful bidder made good faith efforts.

The DBE Liaison Officer for Pace is responsible for determining whether a bidder has properly committed to meet the DBE goal and whether a bidder who has not committed to meeting the goal has documented good faith efforts in order to be responsive. Pace must be satisfied that all information is complete and accurate, and adequately documents the bidder's good faith efforts before Pace commits to the performance of the contract by the successful bidder.

#### RECONSIDERATION

In accordance with 49 CFR §26.53(d), if Pace determines that a bidder is not responsive because it has not committed to meeting the contract goal or has not documented sufficient good faith efforts, it will notify the bidder in writing, and the bidder will have five (5) business days after receipt of this notification to request administrative reconsideration. The bidder must make this request in writing to the following Pace Reconsideration Official:

General Counsel  
Pace Suburban Bus  
550 W. Algonquin Road  
Arlington Heights, IL 60005

The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this Reconsideration, the bidder shall have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The bidder can also request in writing to meet in person with Pace's Reconsideration Official to discuss these issues; this request for a meeting must be submitted within five (5) business days after receipt of notification of non-compliance. Pace will send the bidder a written decision within ten (10) business days after its reconsideration request was received by Pace, explaining Pace's basis for the finding that the bidder did or did not meet the goal or did or did not make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation and Pace's decision shall be final.

**DOCUMENTATION REQUIREMENTS**

A. Documentation of Subcontracts and Subcontractor Agreements after Contract Award

Within thirty (30) days upon receipt of an executed purchase order and contract, the Contractor must submit to the DBE Liaison Officer at Pace copies of SIGNED contracts between the Contractor and the DBE company/companies listed on its original DBE Schedules A and B.

FAILURE TO PROVIDE THE SIGNED SUBCONTRACT(S) TO PACE WITHIN THE TIME FRAME REQUIRED SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND UPON SUCH BREACH, PACE MAY TERMINATE THIS CONTRACT AND/OR EXERCISE OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR EQUITY, AND AS PACE DEEMS APPROPRIATE.

B. Documentation of Payments Made to DBE Firms

1. The Contractor must submit copies to the DBE’s monthly contract invoices including support documentation to the DBE Liaison Officer at the same time they are submitted to Pace Account Payable.
2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form must be used in order to properly credit the Contractor’s progress in attaining the DBE goal.

**SAMPLE ONLY – DO NOT COMPLETE**

Subcontract or Name (Company)	Description of services/work/product performed	Committed Percentage (for this reporting quarter)	Committed Percentage (YTD)	Total paid to Sub (Current quarter)	YTD paid to Sub (From date of contract)
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>Total</b>					\$

SAMPLE ONLY - DO NOT COMPLETE

C. Pace may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.

Pace may require verification of any commitment represented to us in connection with the Contractor’s use of DBE businesses in the performance of this contract. Pace reserves the right to review the certified payrolls for the Contractor and all contractors working on this contract.

**Further, if problems should arise with respect to the Contractor’s subcontract with any DBEs, please contact Pace’s DBE Liaison Officer so that Pace may be apprised of all DBE issues.**

D. Substitution or Termination of DBE Firms

The Contractor may not terminate a listed and approved DBE subcontractor or an approved substitute DBE firm without the prior written approval of Pace’s DBE Liaison Officer and Pace’s Project Manager. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor will have to show good cause in order to terminate the listed and approved DBE firm.



Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed DBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. Pace’s DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
10. Other documented good cause that Pace’s DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;
  - The Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
  - So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before the Contractor seeks to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to Pace’s Project Manager and Pace’s DBE Liaison Officer, of its intent to request to terminate and/or substitute, and the reason for the request. The DBE firm will have five (5) working days (or less if required by public necessity) to respond to the Contractor’s notice and advise the DBE Liaison Officer and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Pace should not approve the Contractor’s action.

In the situation where the DBE’s work scope has been modified by Pace, the Contractor must immediately notify Pace’s Project Manager and Pace’s DBE Liaison Officer to discuss a revised “Commitment to DBE Participation”.

These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

E. Inspections and Records

1. Pace may, with or without notice, periodically conduct on-site visits of any contract performance site or the place of business of any Contractor or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in Pace’s contracts. The DBE department may be assisted by other Pace staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
2. Pace may require verification of any commitment represented to us in connection with the Contractor’s use of DBE businesses in the performance of this contract.
3. Pace reserves the right to review the certified payrolls, performance/payment records concerning subcontractors’ payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any Pace contract. Full access shall be granted upon 48-hours’ notice by Pace or any duly authorized representative thereof or any law enforcement authority.

F. Change Orders

The contract specific DBE goals applicable to a contract may also be applicable to change orders or contract modifications, when the proposed change order work relates to the services provided by the DBE subcontractor.

G. Non-Compliance and Sanctions

1. Determination of Non-Compliance

- a. It will be the responsibility of Pace's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.
- b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements
- c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, Pace will notify the Contractor of the deficiencies. Following notification, the Contractor shall have sixty (60) days to cure the deficiencies. If the deficiencies are not cured, Pace shall make a determination of non-compliance and recommend the imposition of sanctions.

2. Sanctions for Non-Compliance

- a. Sanctions for non-compliance may include, but are not limited to, the following:
  - i. Withholding of payments under the contract;
  - ii. Recommendation not to exercise contract renewal option, if any;
  - iii. Termination of the contract
  - iv. Debarment from future business with Pace

## DBE Schedule A Checklist

*A completed and signed Schedule A consists of the following elements:*

- 1. Contractor
- 2. Name of Project
- 3. Phone
- 4. Email
- 5. IFB/RFP Number
- 6. **TOTAL** Estimated Contract Amount
- 7. Projected DATES
- 8. Title of Affiant (Contractor Duly Authorized Representative)
- 9. Contractor Company Name
- 10. DBE Participant(s) Company Name(s)
- 11. Scope of Work / Description (In Detail) for Each DBE Participant
- 12. Dollar Amount of Each DBE Contract - **Total** from each DBE's Schedule B)
- 13. Net DBE Credit \*60% credited for materials and supplies (see notation below if applicable)
- 14. TOTAL Dollar Amount for All DBE Contracts Listed
- 15. TOTAL Net DBE Credit (If applicable)
- 16. Printed or Typed Name of Contractor 's Affiant
- 17. Title of Affiant
- 18. Signature of Affiant
- 19. Date Signed

**Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents**  
**Instructions for NET DBE CREDIT**

If the materials or supplies are obtained from a DBE manufacturer, count 100 percent (100%) of the cost of the materials or supplies toward DBE goals.

A **manufacturer** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, count 60 percent (60%) of the cost of the materials or supplies toward DBE goals.

A regular **dealer** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

*Pace will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.*

**SCHEDULE A**

**CONTRACTOR - SUMMARY OF DBE PARTICIPATION AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

NAME OF CONTRACTOR: (1) \_\_\_\_\_ NAME OF PROJECT: (2) \_\_\_\_\_

PHONE # (3) \_\_\_\_\_ EMAIL: (4) \_\_\_\_\_ IFB/RFP NUMBER: (5) \_\_\_\_\_

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$ \_\_\_\_\_ PROJECTED BEGINNING/ENDING DATES OF WORK: (7) \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the (8) \_\_\_\_\_ and duly authorized representative of (9) \_\_\_\_\_

*(Title of Affiant)*

*(Name of Contractor)*

and that I have personally reviewed the material and facts set forth in and submitted with the attached Disadvantaged Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule B submitted by **each** DBE and **listed separately** for **each** DBE participating on the above mentioned contract:

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	AGREED SUBCONTRACT PRICE (12)	NET DBE CREDIT * (13)
<b>NOTE: PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR.</b> * ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES <b>LIST ONLY BONA FIDE DBE OWNED &amp; CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.</b>		TOTAL DBE (14) CONTRACT AMOUNT \$	
		TOTAL NET (15) DBE CREDIT \$	

**AFFIDAVIT OF CONTRACTOR – *failure to submit this form without a signature will result in the bid being rejected in its entirety***

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within thirty (30) calendar days after receipt of the contract executed by Pace. In the event the Contractor cannot meet said thirty (30) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

I understand that if I knowingly provide incorrect information or false statements or fail to comply with contract DBE requirements that Pace has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the Contractor from participation in future government contracts and may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Any substitutions of the above-named subcontractors requires prior written approval from Pace.

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and no material facts have been omitted, and that I am authorized on behalf of the Contractor to make this affidavit.

\_\_\_\_\_  
*(Name of Contractor's Affiant – Print or Type)*

\_\_\_\_\_  
*Title of Affiant*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

**DBE Schedule B Checklist**

**Letter of Intent from DBE to Perform as Subcontractor, Supplier  
and/or Consultant**

*A completed and signed Schedule B consists of the following elements:*

- 1. IFB/RFP Number
- 2. Name of Project
- 3. DBE Participant Company Name
- 4. Contractor Company Name
- 5. DBE Participant Address
- 6. DBE Participant Phone Number
- 7. DBE Participant Email Address
- 8. Date of IL UCP DBE Certification Letter
- 9. Description/Type of Work (In Detail)
- 10. Quantity/Unit Price, if Applicable
- 11. Dollar Amount of DBE Contract Total Sum Amount for Work or Extended Price for individual Quantity Items) **NOTE: Specify Total Value**
- 12. Grand Total of above Amount(s) and/or Extended Price(s)
- 13. Phase (if Applicable) in Which Above-Described Work Will Be Performed

***Subcontracting Levels***

- 14. % \*\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to DBE Contractors.
- 15. % \*\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to non-DBE Contractors.
  - \* *This is to disclose the % of above-named DBE participant's work to be further subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Contractor's contract.*
  - \* *% is to be filled in with a Zero (0) if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule B*
- 16. Explanation and Description of the Work To Be Sublet (if applicable)
- 17. Printed Name/Title of Owner, President or Authorized Agent of DBE Company
- 18. Signature of Owner, President or Authorized Agent of DBE Company
- 19. Date Signed

***If proposing to perform as a DBE/non-DBE Joint Venture:***

- 20. Completed SCHEDULE C must be attached

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents.***

**SCHEDULE B**  
**CONFIRMATION OF PROPOSED DBE PARTICIPATION**

***Proposer's failure to submit both pages of this form with its bid will result in the bid being rejected in its entirety***

IFB/RFP NUMBER: (1) \_\_\_\_\_

NAME OF PROJECT: (2) \_\_\_\_\_

FROM: (3) \_\_\_\_\_  
(Name of DBE firm)

TO: (4) \_\_\_\_\_ and Pace.  
(Name of Contractor)

(5) \_\_\_\_\_  
(Address of DBE Firm)

(6) \_\_\_\_\_  
(Phone Number of *Authorized Agent* of DBE firm)

\_\_\_\_\_

(7) \_\_\_\_\_  
(Email Address of *Authorized Agent* DBE firm)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the IL UCP dated, (8) \_\_\_\_\_  
(If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

<b>Description/Type of Work (In Detail) (9)</b>	<b>Quantity (If Applicable) (10)</b>	<b>Dollar Amount of DBE Contract (11)</b>
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**TOTAL VALUE \$** \_\_\_\_\_ (12)

**Multi-Phase Project(s).** For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work: (13)

\_\_\_\_\_

**SCHEDULE B**  
**AFFIDAVIT OF DBE SUBCONTRACTOR**

**Subcontracting Levels**

(14) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be sublet to **DBE Subcontractors**.

(15) % \_\_\_\_\_ of the dollar amount of the DBE's subcontract will be sublet to **non-DBE Subcontractors**.

**NOTICE: IF THE DBE WILL NOT BE SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.**

IF **ANY** DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

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**NOTICE:** Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

The undersigned will enter into a formal written agreement for the above work with the Contractor conditioned upon their execution of a contract with Pace, and will do so within thirty (30) calendar days of their receipt of a signed contract from Pace.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal laws.

(17) \_\_\_\_\_  
*Print - Name and Title*

(18) \_\_\_\_\_  
*Signature of Owner, President or Authorized Agent of DBE*

(19) \_\_\_\_\_  
*Date*

**Pursuant to 49 CFR §26.13(b), each subcontract the contractor signs with a subcontractor must include the following assurance:**

*{The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Pace deems appropriate.}*

Pursuant to 49 CFR §26.27, Pace encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

***This Schedule C need not be submitted if all joint ventures are DBEs.*** In such a case, however, the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

**I. Name of joint venture:** \_\_\_\_\_

Address of joint venture: \_\_\_\_\_  
Street City State Zip

Phone number of joint venture: \_\_\_\_\_

**II. Identify each non-DBE venture(s):** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_

Contact person for matters concerning DBE compliance: \_\_\_\_\_

**III. Identify each DBE venturer(s):** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_

Contact person for matters concerning DBE compliance: \_\_\_\_\_

**IV. Describe the role(s) of the DBE venturer(s) in the joint venture:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**

**VII. Ownership of the Joint Venture:**

A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): \_\_\_\_\_

Non-DBE ownership percentage(s): \_\_\_\_\_



**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

**VII. Ownership of the Joint Venture** *(continued)*:

A. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: \_\_\_\_\_

2. Capital contributions: \_\_\_\_\_

(a) Dollar amounts of initial contribution: \_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

3. Contributions of equipment *(specify types, quality and quantities of equipment to be provided by each venturer)*:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Provide copies of all written agreements between venturers concerning this project.**

6. Identify each current Pace contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VIII. Control of and Participation in the Joint Venture.** Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Authority to enter contracts on behalf of the joint venture:

\_\_\_\_\_

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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**C.** Signing, co-signing and/or collateralizing loans:

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**D.** Acquisition of lines of credit:

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**E.** Acquisition and indemnification of payment and performance bonds:

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**F.** Negotiating and signing labor agreements:

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**G.** Management of contract performance. *(Identify by name and firm only):*

**1.** Supervision of field operations: \_\_\_\_\_

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**2.** Major purchases: \_\_\_\_\_

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**3.** Estimating: \_\_\_\_\_

---

**4.** Estimating: \_\_\_\_\_

---

**IX. Financial Controls of Joint Venture:**

**A.** Which firm and/or individual will be responsible for keeping the books of account?

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**B.** Identify the "managing partner," if any, and describe the means and measure of their compensation:

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**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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**C.** What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this

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**X.** State the approximate number of personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the majority firm, DBE firm, or the joint venture.

<b>Trade</b>	<b>Non-DBE Firm (number)</b>	<b>DBE (number)</b>	<b>Joint Venture (number)</b>

**Professional**

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**Administrative/Clerical**

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**Unskilled Labor**

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If **any** personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venture? \_\_\_\_\_  
Employed by non-DBE (number): \_\_\_\_\_ Employed by DBE: \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for joint venture hiring:  
\_\_\_\_\_

**XI.** Please state any material facts and additional information pertinent to the control and structure of this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree, under which work is done for Pace by the venturers, to provide to Pace current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes to any provision of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of Pace, its Inspector General or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

**NOTE:** *If, after filing this Schedule C and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the DBE Liaison Officer directly in writing or through the contractor if the joint venture is a subcontractor.*

\_\_\_\_\_  
Name of DBE Partner Firm

\_\_\_\_\_  
Name of Non-DBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant (Type of Print)

\_\_\_\_\_  
Name and Title of Affiant (Type of Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

27. Retention of Records: Unless otherwise specified elsewhere in the Contract, the Contractor shall maintain all records produced under the Contract, including records to support actual time and costs incurred, for a minimum period of five (5) years after completion of the Contract. All records maintained under the Contract shall be subject to inspection and audit by Pace and/or its designated agent upon reasonable notice to the Contractor.

28. Bid Protest Procedures

**SECTION I**

**A.** Pace will hear and consider a bona fide bid protest regarding its procurement actions in accordance with the following procedures. Due to the significantly reduced role of FTA in bid protests, as described in Section II, it is anticipated that the majority of all protests will be evaluated and finally decided by Pace. Accordingly, Pace intends to provide a thorough review of all bona fide bid protests. Pace's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with Pace. In its consideration of a bid protest, Pace reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

**B. Definitions**

For purposes of this section

1. The term "days" refers to working days of Pace
2. The term "interested party" means any person (a) who is an actual bidder/proposer or prospective bidder/proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract

**C. Submission of Protests**

Any interested party may file a bid protest with Pace on the basis that Pace has failed to comply with applicable Federal or State law or with Pace's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D of this section, and must include:

1. The name and address of the protestor
2. The number of the Contract solicitation
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated; this statement should be accompanied by any supporting documentation the protesting party desires Pace to consider in making its decision

Protests should be submitted to: Chief Procurement Officer  
 Pace  
 550 W. Algonquin Road  
 Arlington Heights, IL 60005

**D. Types of Protests and Timing**

The requirement for timely filing of a bid protest with Pace will depend upon the type of protests involved. Pace will consider the following three types of protests by interested parties.

**1. Protests regarding solicitation**

Any bid protest regarding the solicitation by Pace must be filed no later than **five (5) days** before the opening of bids/closing date of the Request for Proposal. Any protest filed after that date which raises issues regarding the solicitation will not be considered by Pace.

This type of protest would include any claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or that Pace failed to follow its Procurement Regulations in the solicitation of bids/proposals.

**2. Protests regarding bid evaluation (Invitation for Bids)**

Any bid protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the public opening of bids. Any protest filed after such date which raises issues regarding the IFB evaluation will not be considered by Pace.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated Federal or State law or Pace's Procurement Regulations.

**3. Protests regarding proposal evaluation (Request for Proposals)**

The Request for Proposal (RFP) evaluation process, and all evaluation materials associated with this process, shall be considered confidential until final award of the Contract is made. Therefore, any protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, must be filed with Pace no later than **fifteen (15) days** after the date of Contract award. Any protest filed after such date which raises issues regarding the RFP evaluation will not be considered.

This type of protest would include any challenge to determinations by Pace of the responsiveness of a proposal or the responsibility of a proposer, or any claim that the evaluation of proposals violated Federal or State law or Pace's Procurement Regulations.

**4. Protests Regarding Award of Contract**

Any protest regarding the award of the Contract must be filed no later than **fifteen (15) days** after the date of award. Any protest regarding the award of the Contract filed after that date will not be considered by Pace.

This type of protest will only be entertained by Pace if the protestor is able to demonstrate that the party awarded the Contract fraudulently represented itself as a responsible bidder or that Pace violated Federal or State law or its Procurement Regulations in the award of the Contract.

**E. Pace Response**

**1. Types of Protests**

Pace will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. Pace may, in its discretion, meet with the protestor to review the matters raised by the protest. Pace's consideration of the particular types of protests will, except as otherwise provided in Paragraph 2 of this subsection, be in accordance with the following provisions:

**a. Protests regarding solicitation**

Upon receipt of a timely filed protest regarding the solicitation, Pace will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, Pace will, in evaluating the protest, consider both the specific need of Pace for the feature or item challenged and whether competition is negatively impacted by including the specification regarding that feature or item. If Pace determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Pace and was not unduly restrictive of competition or designed to exclude a particular competitor, then Pace will have grounds to deny the protest.

**b. Protest regarding bid evaluation (Invitation for Bids)**

Upon receipt of a timely filed protest regarding the evaluation of bids, submitted in response to an Invitation for Bid (IFB) issued by Pace, Pace will suspend its evaluation, or award, of any or all bids submitted until resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

**c. Protest regarding proposal evaluation (Request for Proposals)**

Upon receipt of a timely filed protest regarding the evaluation of proposals, submitted in response to an RFP issued by Pace, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established that there is substantial evidence that there are doubts regarding the responsiveness of a proposal or the responsibility of a proposer or regarding Pace's compliance with Federal or State law or its Procurement Regulations.

**d. Protests after award**

Upon receipt of a timely filed protest regarding the award of a Contract, Pace will issue a stop work order, if necessary, until the resolution of the protest if Pace determines that the protestor has established a **Prima facie** case that the Contract was awarded fraudulently or in violation of Federal or State law or Pace's Procurement Regulations.

**2. Decisions by Pace**

As indicated above, in most instances Pace will suspend the procurement process upon receipt of a bona fide bid protest. However, Pace reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the Contract in the following cases:

- a. where the item to be procured is urgently required
- b. where Pace determines that the protest was vexatious or frivolous
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly

After review of a bid protest submitted under this section, Pace will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and Pace's own investigation. If the protest is upheld, Pace will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of bids/proposals, revised evaluation of bids/proposals or Pace determinations, or termination of the Contract. If the protest is denied, Pace will lift any suspension imposed and proceed with the procurement process or the Contract, as the case may be.

The availability of review of bid protests by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

**SECTION II - FTA BID PROTEST PROCEDURE**

Under Circular 4220.1F, FTA has substantially limited its review of bid protests recognizing that most protest issues are best resolved at the State or Local level. FTA will now only accept protests alleging that: Pace failed to have written protest procedures; or, Pace violated their own protest procedures.

If a protest is brought before FTA on either of these allegations, the only remedy recognized by FTA under Circular 4220.1F is to require Pace to follow its own protest procedures. FTA does not have the right to change Pace's substantive decision by substituting FTA's judgment for that of Pace.

Any protest to FTA must be filed in accordance with the requirements contained in FTA Circular 4220.1F and may only be made by an "interested party" which FTA has defined as "an actual or prospective bidder or offerer whose direct economic interest would be affected by the award of the Contract or by failure to award the Contract."

No protest may be filed with FTA later than five days after a final decision under Pace's procedure. As used in the preceding sentence, "filed" refers to the date of receipt by FTA and "days" refers to working days of the Federal Government.

Any alleged violation of a specified Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the applicable Federal regulations instead of the requirements of FTA Circular 4220.1F. For example, see the Buy America Requirements, 40 C.F.R. Part 661 (Section 661.15); Participation of Minority Business Enterprises in Department of Transportation Program, 49 C.F.R. Section 26.107.

29. Illinois Freedom of Information Act (FOIA)

As a government agency, Pace is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, the contents of this Request for Proposals (RFP) or Invitation for Bids (IFB) and the Contractor's proposal or bid submitted in response to this RFP or IFB are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm (refer to Section 4002 of the Technology Advancement and Development Act and to Section 7 of the Illinois Freedom of Information Act). If any such proprietary, privileged, or confidential information or data is included in the Contractor's proposal or bid, each page that contains this information or data should be marked as such (e.g., "Proprietary and Competition Sensitive") in order to indicate your claim to an exemption provided in the Illinois FOIA. It is Pace's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

30. Dispute Resolution, Governing Law, Jurisdiction, and Venue:

Either party may initiate a dispute arising out of or related to this Contract by sending a notice of dispute to the other party. Once the dispute is initiated, the parties shall attempt to promptly resolve it through good-faith negotiations. Unless otherwise notified by Pace's Chief Procurement Officer, Contractor shall continue performance under this Contract while the parties attempt to resolve the dispute. If the dispute is not resolved within 14 days after the non-initiating party's receipt of the notice of dispute, either party may submit the dispute to an Illinois court of competent jurisdiction as provided in this section. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any action arising out of or related to the dispute shall be brought exclusively in the state courts of Illinois and the parties submit to the personal jurisdiction and venue of such courts.

31. Waiver of Jury Trial:

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION CONCERNING A DISPUTE ARISING OUT OF OR RELATED TO THIS CONTRACT.



SECTION B – FTA/IDOT/RTA REQUIREMENTS

**U.S. DEPARTMENT OF TRANSPORTATION (DOT)  
 FEDERAL TRANSIT ADMINISTRATION (FTA)  
 ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)  
 AND THE REGIONAL TRANSPORTATION AUTHORITY (RTA)**

The following terms and conditions are incorporated herein by reference and made a part of any contract(s) issued as a result of a Pace Request for Quotation, Invitation for Bid or Request for Proposal.

**FTA Requirements**

1. **Fly America Requirements:** The Fly America requirements apply to all contracts greater than \$3,000 which include the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S. The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
  
2. **Surface Transportation Assistance Act/Buy America:** The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee’s (Pace’s) contracts, subcontracts under that amount are subject to Buy America.
  - A. Pursuant to Section 165.a and 165.b of the Surface Transportation Assistance Act of 1982, the Contractor acknowledges that federal funds shall not be appropriated or utilized for any contract awarded pursuant to this bid unless steel, cement and manufactured products used in such projects are produced in the United States; provided however, that the foregoing provision shall not apply where the Secretary of Transportation has made one of the following determinations:
    - (1) That the application of the foregoing provision would be inconsistent with the public interest
    - (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality
    - (3) In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment), that (a) the cost of components which are produced in the United States is more than 60% of the vehicle or equipment described in this paragraph, and (b) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States
    - (4) That inclusion of domestic material will increase the cost of the overall project contract by more than 25%
  
  - B. For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
  
  - C. Likewise, the Contractor agrees as a condition of responsiveness to and in order to induce the acceptance of this Bid Proposal, that it will submit with its Bid Proposal, a completed Buy America Certification as set forth herein.

3. **Charter Service Operations:** The Charter Bus requirements apply to the following type of contract: Operational Service Contracts greater than \$3,000. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
4. **School Bus Operations:** The School Bus requirements apply to the following type of contract: Operational Service Contracts greater than \$3,000. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.
5. **Cargo Preference – Use of United States Flag Vessels:** The Cargo Preference requirements apply to all contracts greater than \$3,000 which involving equipment, materials, or commodities which may be transported by ocean vessels. The Contractor agrees:
  - A. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
  - B. To furnish within 20 days following the date of loading, for shipment originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to Pace (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
  - C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
6. **Seismic Safety:** The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings which are greater than \$3,000.00. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
7. **Energy Conservation Requirements:** The Energy Conservation requirements are applicable to all contracts which are greater than \$3,000. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
8. **Clean Water Requirements:** The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000. (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
9. **Byrd Anti Lobbying Amendment:** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal

funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration.

10. **Audit:** Applicable to all contracts greater than \$3,000. The Contractor shall permit the authorized representatives of Pace, IDOT, FTA, RTA and the Comptroller General of the United States to inspect and audit all work, materials, data and records of the Contractor relating to performance under the contract.
11. **Federal Changes:** The Federal Changes requirement applies to all contracts greater than \$3,000. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (available from the FTA website) between Pace and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.
12. **Clean Air Requirements:** The Clean Air requirements apply to all contracts exceeding \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Clean Air requirements flow down to all subcontracts which exceed \$100,000. (1) The Contractor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to Pace and understands and agrees that Pace will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
13. **Recovered Materials:** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
14. **Davis-Bacon and Copeland Anti-Kickback Acts:** The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

**(1) Minimum Wages**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-

1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.
- (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding** – The Suburban Bus Division of the Regional Transportation Authority (Pace) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Suburban Bus Division of the Regional Transportation Authority (Pace) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records**
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Suburban Bus Division of the Regional Transportation Authority (Pace) for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees**

- (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be

observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** – The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** –

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

15. **Contract Work Hours and Safety Standards:** This Act applies to construction contracts greater than \$100,000 and, in very limited circumstances, non-construction projects greater than \$100,000.00 that employ laborers or mechanics on public work.

(1) **Overtime requirements** – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – Pace shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. **No Obligation by the Federal Government:** Applicable to all contracts greater than \$3,000. (1) Pace and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Pace, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

17. **Program Fraud and False or Fraudulent Statements or Related Acts:** These requirements are applicable to all contracts greater than \$3,000.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.



- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
18. **Ineligible Contractors and Subcontractors**: Applicable to all contracts of any value. Any name appearing upon the Comptroller General of the United States' list of ineligible Contractors for federally financed and assisted projects shall not be eligible to act as a subcontractor for the Contractor pursuant to this contract. In the event the Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted projects, this contract may be canceled, terminated or suspended by Pace.
19. **Contracts Involving Federal Privacy Act Requirements**: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts greater than \$3,000. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
20. **Civil Rights**: Applicable to all contracts greater than \$3,000. The Contractor, for itself, its assignees and successors in interests, agrees that it will comply with the following regulations:
- 1) **Construction Contracts** – For any contract for construction, the Contractor shall comply with the equal opportunity requirements of 41 CFR, Subsection 60-1.4(b)(1) and Subsection 60-1.4(c); the provisions of Executive Order 11246 Subsection 202 and as set forth in the most current FTA Master Agreement available from the FTA website. The Contractor shall include a citation to said requirements in all subcontracts.
  - 2) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
  - 3) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
    - (a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include,

but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
21. **Patent Rights:** Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. This Agreement shall be subject to the FTA's policy on any invention, improvement, or discovery conceived or first actually reduced to practice in conjunction with planning, research development or demonstration projects as stated in the most current FTA Master Agreement available from the FTA website.
22. **Copyright and Rights in Data:** Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on contracts greater than \$3,000. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. This Agreement shall be subject to the FTA's policy on copyrights and rights in data with respect to reports and other technical materials developed with in conjunction with planning, research development or demonstration projects. That policy as set forth in the most current FTA Master Agreement available from the FTA website permits the author or grantee to copyright the work, but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.
23. **Transit Employee Protective Provisions:** The Transit Employee Protective Provisions apply to each contract greater than \$3,000 for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.
- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
    - (a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
    - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future

that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
- 24. **Drug and Alcohol Testing**: This provision applies to all Operational Service Contracts greater than \$3,000. The Contractor agrees to participate in Pace's drug and alcohol program established in compliance with 49 CFR 655 which if applicable shall be attached as a separate exhibit to this contract.
- 25. **Incorporation of Federal Transit Administration (FTA) Terms**: The incorporation of FTA terms applies to all contracts greater than \$3,000. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or most recent version are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Suburban Bus Division of the Regional Transportation Authority (Pace) requests which would cause the Suburban Bus Division of the Regional Transportation Authority (Pace) to be in violation of the FTA terms and conditions.
- 26. **Veterans Employment**: Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

**IDOT/RTA/State Requirements**

- 27. **Illinois Prevailing Wage Act (820 ILCS 130)**: It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works. This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as stated in the Illinois Prevailing Wage Act (820 ILCS 130), by any public body and to anyone under Contract for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Public works is defined as all fixed construction work performed by or on behalf of any public body, paid in whole or in part with public funds.

Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacturer or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction or demolition.

28. **Bid Evaluation Requirements**: In the event a single bid is received, it may be necessary for Pace to conduct a price and or cost analysis of the bid price with the Contractor's full cooperation. The Contractor shall provide all documents requested by Pace to perform the analysis.
29. **The Americans with Disabilities Act**: Applicable to all contracts greater than \$3,000. The Contractor agrees to comply with, and assure that any subcontractor complies with all applicable requirements of 42 USC 12101 et seq.
30. **Use of Metric Units of Measure and English Language**: All Contract documents, conferences, letters, technical information and drawings provided by the Contractor shall be conducted or offered solely in the English language and using both the U.S. customary system of weights and measures and the Metric units system of weights and measures.
31. **Interest of Members of Congress**: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
32. **Financial Assistance Contract**: This contract is subject to the provisions of the financial assistance contracts between Pace and other sponsoring agencies which are identified in the Invitation for Bids as FTA, IDOT, and RTA.
33. **State of Illinois Non-Collusion**: The bidder shall certify that the bid/proposal submitted was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division of the Regional Transportation Authority (Pace) or any bidder or anyone else interested in the proposed contract
34. **State of Illinois Ineligible Contractors and Subcontractors**: The Contractor shall certify that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code (Ill. Rev. Stat. Chap.38,33E-1,ET.SEQ.)


## CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is required to be completed and returned with the solicitation if the offer **EXCEEDS \$100,000**. Failure to return this Certification with the solicitation may result in a determination that the offer is non-responsive or unacceptable. The undersigned certifies, to the best of his or her knowledge or belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL shall be submitted to the Pace Legal Department, Attn: General Counsel who, pursuant to federal regulations, will submit the form(s) to the Federal Transit Administration.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Executed this 16th day of July, 2019.

By:   
 (Signature of authorized official)

Dorothea DePrisco  
 (printed/typed name)

Assistant Corporate Secretary  
 (Title of authorized official)

**CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Suburban Bus Division of the Regional Transportation Authority (Pace). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Suburban Bus Division of the Regional Transportation Authority (Pace), the Federal Government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Assistant Corporate Secretary

(Signature and Title of Authorized Official)

Dorothea DePrisco

**NON-COLLUSION AFFIDAVIT**

**IMPORTANT:** This affidavit must be properly completed and submitted with all bids

STATE OF California

COUNTY OF Solano

Dorothea DePrisco  
(Enter name of person making affidavit)

being first duly sworn, deposes and says that he/she is

Assistant Corporate Secretary  
(Enter "Sole owner", "A Partner", "President", or other proper title)

of MV Transportation, Inc.  
(Enter name of firm)

the bidder submitting this proposal; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Suburban Bus Division or any bidder or anyone else interested in the proposed Contract. The bidder further certifies that it is not barred from contracting with any State or unit of local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code (Ill. Rev. Stat. Chap.38,33E-1,ET.SEQ.)

*Dorothea DePrisco*  
(Signature of person making affidavit)

SUBSCRIBED AND SWORN TO BEFORE ME

this 16th day of July, 2019

Please see attached. [Signature]  
Notary Public

(NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Solano

Subscribed and sworn to (or affirmed) before me on this 16th  
day of July, 2019, by Dorothea DePrisco

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature E. Sottero



## CONFLICT OF INTEREST

The Contractor is prohibited from performing any work or services for Pace which would result in an Organizational Conflict of Interest (“OCI”). An OCI occurs when, because of activities or relationships with other persons, companies, and/or contracting entities, a person is unable or potentially unable to render impartial assistance or advice to Pace, or a person's objectivity in performing services to Pace is or might become impaired, or a person has an unfair competitive advantage. In general, OCIs fall into three categories: (1) a person has access to non-public information as part of its performance of services to Pace and that information might provide that person with a competitive advantage in a future procurement; (2) a person, as part of its performance of contract responsibilities to Pace, has set the ground rules for the performance of a future contract by, for example, writing the statement of work or defining the specifications; and (3) a person's work under one contract with Pace could entail evaluating its own work or that of a competitor, either through an assessment of performance under another contract or through an evaluation of submittals.

The Contractor has sole responsibility for compliance with this provision and, in the event of an OCI, Contractor shall provide Pace with recommendations to avoid, neutralize, or mitigate the OCI.

Toward that end, offerors are being asked to submit a separate document to be labeled **Conflicts Mitigation Information** containing the following information:

1. Identify the name, title and role of personnel who will be responsible for formulating the proposer’s mitigation plan.
2. Submit a preliminary plan detailing offeror’s approach to mitigating current/potential conflict of interest issues for this contract. Proposer will be allowed to amend and update the preliminary plan prior to negotiation.
3. Submit a list of Pace projects in which your firm is currently or recently engaged and define your firm’s role.
4. Complete, Sign and Date the *Conflicts of Interest Disclosure Statement*.

Pace's Chief Procurement Officer (CPO) or designee, in consultation with the Pace's General Counsel, shall make the final determination as to whether an OCI exists and whether the Contractor's recommendations to avoid, neutralize, or mitigate the OCI are sufficient. Any violation of this provision is a material breach of the Contract, which is cause for termination.

A Contractor that has participated in an existing Pace contract or was involved in writing the specifications or scope/requirements for a follow-on contract would be precluded from performing over that same project. At the time of negotiation, the proposer that is recommended for contract award will be required to submit details of any real or apparent conflict of interest issues as they currently or potentially exist. The proposer will also be required to submit a recommended plan to avoid, neutralize or mitigate its conflict of interest issue(s). The proposer’s recommended plan must comply with all Organizational Conflict of Interest rules and regulations including, but not limited to, the requirements set forth in the most current Federal Transit Administration (FTA) Circular 4220.1F, and the Federal Common Grant Rules.

**CONFLICT-OF-INTEREST DISCLOSURE STATEMENT**

“In order to prevent real or apparent conflicts of interest, Pace prohibits Consultants that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design Consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work.”

MV Transportation, Inc., (“Contractor”) has been retained by Pace Suburban Bus to provide Chicago ADA Dedicated Paratransit Services

Contractor affirms that it does not have any financial or other interest in the outcome of this project. Contractor further affirms that it does not have any agreement, enforceable promise, or guarantee to provide any future work on this project. Contractor has no personal associations or professional or business relationships with anyone who has a financial interest in the outcome of this project, nor does anyone with a financial interest in the outcome of this project exercise any control over the Contractor’s preparation of this document.

Contractor further agrees to include a provision requiring compliance with this Conflict-of-Interest Disclosure Statement in all Subcontractor awards.

For: MV Transportation, Inc.  
Contractor Firm Name

By:   
Authorized Officer  
Dorothea DePrisco, Assistant Corporate Secretary

Date: July 16, 2019

## **DRUG AND ALCOHOL TESTING PROGRAM**

### **Pace Suburban Bus Drug and Alcohol Policy and Testing Program**

In accordance with the Omnibus Transportation Employee Testing Act of 1991 and United States Department of Transportation (DOT) Regulations, Pace adopted the Pace Suburban Bus Drug and Alcohol Policy and Testing Program. As a condition of providing contracted services for Pace, all contractors must have a program in place which complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website: <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

A copy of the Pace policy is included in Attachment 1. It is essential that this document be understood in order to gain detailed information regarding Pace's drug and alcohol policy. **All safety sensitive employees of the Contractors providing service to Pace must receive a company adopted policy which explains the company's drug/alcohol testing program. The Federal Transit Administration has provided a Policy Builder Tool to assist in the creation of compliant policy. The link is:** <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Tools/PolicyBuilder/CreatePolicy.aspx>

While the Contractor is responsible for complying with, 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended, the following information includes some of the key elements contained in a compliant Drug and Alcohol Policy and Testing Program.

FTA requires testing for drivers and persons holding other safety sensitive positions in the following circumstances:

- Pre-employment (drug testing only)
- Post-accident
- Random
- Reasonable suspicion
- Return to Duty/Follow-Up

### **Drug Testing in Pre-employment Health Evaluation**

All operators and employees in safety sensitive positions shall undergo Department of Transportation National Institute on Drug Abuse Panel 5 (NIDA-5) drug testing as a part of the pre-employment health evaluation. Employees who refuse to submit to pre-employment drug testing may not perform in a safety sensitive position.

### **Post-Accident Drug and Alcohol Testing**

All safety sensitive employees involved in an accident or incident shall undergo **DOT NIDA-5** drug testing and **DOT** breath alcohol testing if:

- The accident or incident results in a fatality
- The accident or incident results in any injury that must be immediately treated away from the scene of the accident or incident
- The accident or incident results in any vehicle being transported away from the scene of the accident or incident by a tow truck or other vehicle due to disabling damage

In the case of all other accidents covered by this policy (i.e., those not involving a fatality), each safety-sensitive employee operating the Pace vehicle at the time of the accident will be tested unless management determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, any other safety-sensitive employees whose performances could have contributed to the accident, as determined by management using the best information available at the time of the accident, will be tested.

If safety sensitive employees must be tested for drugs and alcohol, they may not operate, dispatch, or perform maintenance on any vehicle in contractor service until the results of the drug/alcohol test are received. Refusal to sign the necessary forms for drug/alcohol testing or refusal to be tested will result in the employee being prohibited from performing safety sensitive functions.

**Note: The employee must be accompanied to the testing facility by a supervisor, trainer or other staff person.**

### **Random Drug and Alcohol Testing**

All safety sensitive employees are required to submit to random **NIDA-5** drug testing and **DOT** breath alcohol testing. Contractors are to ensure that at least fifty (50) percent of the total number of safety sensitive employees are randomly selected for drug testing and ten (10) percent are randomly selected for alcohol testing each year. In conducting these tests, the method for random selection must be unannounced, as well as random. For contractors participating in Pace's random drug and alcohol testing pool, the above percentages do not apply. The designated contact person will be notified when safety sensitive employees have been selected for random testing.

### **Drug and Alcohol Testing for Reasonable Suspicion**

Safety sensitive employees will be required to submit to a **DOTNIDA-5** drug testing and/or **DOT** breath alcohol testing when observation of an employee indicates the possibility that the employee may be reporting for work or working under the influence of drugs or alcohol. Requests for employees to undergo reasonable suspicion tests will be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the person to whom the request is directed. Supervisors who are in a position to make this determination must be trained in the facts, circumstances, physical evidence, physical signs and symptoms, and patterns of performance and/or behavior associated with drug use and alcohol misuse.

Safety sensitive employees who are tested for drugs and alcohol as a result of reasonable suspicion may not operate, dispatch, or perform maintenance on any vehicle in contractor service until the results of the drug/alcohol test are received. Refusal to sign the necessary forms for drug/alcohol testing or refusal to be tested will result in the employee being prohibited from performing safety sensitive functions.

**Note: The employee must be accompanied to the testing facility by a supervisor, trainer or other staff person.**

### **Drug and Alcohol Testing Guidelines**

1. Contractors must make arrangements with a medical facility to have testing done.
2. Only tests which screen for the **five drugs (NIDA-5) and/or breath alcohol** are acceptable for pre-employment (drug only), post-accident, random, and reasonable suspicion testing. Any employee testing positive for drugs or alcohol may not operate, dispatch, or maintain a vehicle in Pace service, or operate a Pace owned vehicle.

3. Any employee testing positive for drugs may not operate or maintain a vehicle in Pace service or operate a Pace-owned vehicle.
4. Any employee testing positive for drugs may request that a split sampling analysis be conducted using samples obtained from the initial test. However, if the employee tests positive on the initial test and does not request a split sample test, Pace will require that the employee be removed from Pace service.

**Reporting Requirements**

In compliance with Federal Transit Administration (FTA) requirements regarding drug and alcohol testing, several reports must be submitted to the FTA by Pace on a recurring basis. In order for Pace to accurately complete these reports, certain information regarding the number of tests conducted and the reasons for testing must be provided to Pace by each contractor. Therefore, **contractors must track the number and type of all drug and alcohol tests, as well as the reasons for testing (e.g., post-accident, random, etc.)**. Pace will provide the contractor with specific forms and instructions for reporting this information.

**Certification of Compliance to the DOT Drug/Alcohol Policy**

The Certification Statement contained in Attachment 2 must be signed by the contractor and submitted along with the bid document.

**PACE SUBURBAN BUS DIVISION**

**DRUG AND ALCOHOL POLICY**

**AND TESTING PROGRAM**

Effective: January 1, 1995

Revised: May 1, 2007

August 25, 2008

August 31, 2009

October 1, 2010

December 1, 2011

September 1, 2015

May 1, 2018

January 1, 2019

(Pursuant to Resolution of the  
Pace Suburban Bus Division Board of Directors)

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## I. Overview

Under the Drug-Free Workplace Act of 1988, the U.S. Congress required recipients of federal funds to take certain steps to provide for drug-free workplaces for their employees. Additionally, under the Omnibus Transportation Employee Testing Act of 1991, the U.S. Congress directed the Federal Transit Administration ("FTA") to issue regulations on drug and alcohol testing for mass transit workers in safety-sensitive positions. In response, the FTA has published regulations prohibiting drug use and alcohol misuse by transit employees and requiring transit agencies to test for prohibited drug use and alcohol misuse. These regulations are 49 CFR Part 655, "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations." In addition, the Department of Transportation ("DOT") has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," and amendments which prescribes the testing methods to be followed.

This document sets forth the drug and alcohol policy and testing program of Pace Suburban Bus Division ("Pace") and has been adopted by the Pace Board of Directors pursuant to resolution. It was developed to comply with the requirements identified in the foregoing laws and FTA and DOT regulations. Where applicable, the document will identify those policies and procedures that are Pace-mandated drug and alcohol policies and testing programs not required by the DOT or the FTA. Additionally, in adopting this policy and program, Pace does not otherwise waive its right to enforce already established rules, policies, or programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use, possession and testing. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law or regulation presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

## II. Introduction

### A. Policy and Program Purposes

Pace performs a vital service for the public. To ensure that this service is delivered safely and effectively, each Pace employee has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner.

The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by employees so that transit services are delivered safely, efficiently, and effectively.

This policy outlines four principles as a means to achieve Pace's goal of providing a workplace free from the effects of drug and alcohol use and/or misuse for its employees. The first principle emphasizes deterrence from the use of drugs and alcohol in or affecting the workplace. Pace will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention, and enforcement.

The second principle is treatment and rehabilitation. Pace maintains an Employee Assistance Program ("EAP") to assist employees with personal problems, including those surrounding the misuse of drugs and alcohol. Pace supports rehabilitation before an employee's job is in jeopardy. Although employees are encouraged to receive help for drug and alcohol problems, participation in Pace's EAP will not excuse an employee's failure to comply with Pace rules and regulations; nor will it preclude discipline for rule or policy violations.

The third principle is detection. Toward this end, Pace employs six (6) FTA mandated drug and/or alcohol tests in the following circumstances: pre-employment, reasonable suspicion, post-accident, random, return to duty, and follow-up. The foregoing drug and/or alcohol tests will apply to all full-time, part-time, seasonal and temporary employees of Pace engaged in the performance of safety-sensitive functions. It also applies to: applicants for positions of employment involving the performance of safety-sensitive functions for Pace and operators who are third party contractors.

The fourth principle is enforcement, which is essential if deterrence, rehabilitation, and detection are to be successful. All employees must be fit for duty as defined within this policy. Accordingly, the failure to properly report the dispensing, possession, or use of a controlled substance or narcotic contrary to the terms of this policy, and the use or possession of intoxicants contrary to the terms of this policy is prohibited and will result in disciplinary action up to and including discharge.

B. Employee and Management Responsibilities

All Pace employees covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. Ms. Melinda J. Metzger, General Manager and Chief Operating Officer (or a designated representative) will monitor Pace Department and Division practices to ensure compliance. Anyone with questions regarding this policy, its practices or procedures should contact the General Manager and Chief Operating Officer, 550 West Algonquin Road, Arlington Heights, Illinois 60005, or by phone (847) 228-2302.

Employees are responsible for ensuring adherence to this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, Pace prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, or disability.

C. Confidentiality

Confidentiality will be maintained throughout the drug and alcohol screening process. Pace will maintain records in a manner so that disclosure of information to unauthorized persons does not occur. Additionally, the specimen collection site, testing laboratory, medical review officer ("MRO"), breath alcohol technician ("BAT"), and substance abuse professional ("SAP") will be held to strict confidentiality requirements consistent with the following:

- The testing laboratory: shall maintain employee test records in confidence as provided by DOT requirements; shall ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system; will report individual drug test results only to the employee tested, the designated MRO, or the decision makers in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a certified positive drug test; and shall retain all records pertaining to a given urine specimen for a minimum of two (2) years.
- The MRO, BAT, and SAP will report individual test results only to: the employee tested; Pace's EAP (if applicable); and the Pace management official empowered to recommend or take administrative action (or the official's designated agent).

Pace will release individual test results to the employee tested upon written request. Pace will not release individual test results to any other party absent a specific written consent of the employee tested authorizing such release to a specifically identified person(s) except as follows:

- To the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested and arising from a test administered under this policy.
- To the National Transportation Safety Board ("NTSB") about any post-accident test performed for an accident under NTSB investigation.
- When requested by the DOT or any state or federal agency with regulatory authority over Pace or any of its employees.

EAP personnel will be expected to carry out all actions relative to this policy in a manner which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the employee. EAP personnel will release information to Pace personnel only on a need-to-know basis subject to advance notice to the employee whenever feasible. In any case where the employee raises a claim against Pace involving his/her participation in the EAP, the employee shall be deemed to have waived his/her right to confidentiality and Pace shall have the right to explore thoroughly and evaluate the employee's participation in the EAP.

Any employee covered by this policy is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol; including any records pertaining to his/her drug or alcohol tests. Pace shall provide promptly the records requested by the employee. Access by the employee to his/her records shall not be contingent upon payment for records other than those specifically requested.

### III. Implementation Guidelines for Promoting a Drug and Alcohol-Free Workplace

#### A. Deterrence

##### 1. Fitness for Duty

Pace has determined that an employee is fit for duty when he/she is unequivocally able to perform his/her duties, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by this policy. Employees must understand that they are responsible for assuring that their job conduct is safe and appropriate.

##### 2. Reporting the Use of Prescription Medication

**Separate from any FTA requirements**, safety-sensitive employees are required to report their use of prescription medication to Pace. Safety-sensitive employees who fail to report their use of prescription medication in accordance with this section, and subsequently have a positive drug or alcohol screen, are subject to progressive discipline up to and including discharge. Accordingly, all such employees are advised to inform their physicians and/or pharmacists of their employment requirements regarding fitness for duty prior to obtaining medication.

##### 3. Education and Training

Pace recognizes that education and training of its workforce and supervisors are major components of a successful drug and alcohol program. To that extent:

- All employees subject to testing under this policy will be provided a copy.
- Pace will display and distribute informational material about the effect of drugs along with a community service hotline telephone number to assist employees who may be experiencing problems with prohibited drugs.
- Pace will provide educational materials that explain the requirements of the FTA's alcohol rule and the policies and procedures identified in this document.
- Pace will distribute informational material about the signs and symptoms of an alcohol problem and the effects of alcohol misuse on an individual's health, work and personal life.
- A minimum of sixty (60) minutes of training will be provided to all employees subject to testing under this policy on the manifestations and behavioral cues indicating drug use on personal health, safety, and the work environment.

- A minimum of an additional sixty (60) minutes of training for the alcohol program and sixty (60) minutes of training for the drug program will be provided to supervisors who will be determining when it is appropriate to administer "reasonable suspicion" drug or alcohol tests under this policy.

In addition to the foregoing, Pace will consider and implement such other education and training programs as will help promote safety goals, maintain the integrity of Pace's drug and alcohol testing program, and enhance the benefits of the program.

## B. Treatment and Rehabilitation

### 1. Employee Assistance Program (EAP) Responsibilities

In order to promote a drug and alcohol-free environment, Pace will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol.

Accordingly, separate from any programs regarding drug and alcohol testing mandated by the FTA and DOT, Pace has established and encourages the use of its Employee Assistance Program ("the EAP"). The EAP was established in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

Pace's EAP will assist eligible employees with drug use and alcohol misuse problems, and related concerns, through one or more of the following depending upon the circumstances of each particular case:

- Consultation with supervisors and/or other Pace officials
- Evaluation and referral
- Individual and group counseling
- Individual case management
- Crisis intervention
- Specialized education and training programs

### 2. EAP Referral

There are two ways to begin rehabilitation through Pace's EAP: voluntary self-referral and management referral.

Voluntary self-referral is preferred by Pace as a means to resolve drug and/or alcohol problems. Such an option is not available to an employee after he/she

has been notified to submit to a drug or alcohol test under this policy. Nor can an employee become a volunteer when subject to disciplinary action in order to avoid discipline.

Voluntary participation in the EAP will not adversely impact an employee's employment or promotional opportunities at Pace. However, employees who do not make a commitment to overcome their drug and/or alcohol problems may experience work performance problems as a result. Accordingly, an employee who exhibits poor or improper job performance as a result or tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be subject to disciplinary action.

The second avenue for referral to the EAP is through management. Supervisors and managers of Pace may refer to the EAP for an evaluation for any employee who demonstrates performance problems such as excessive absenteeism, tardiness, or overall poor work performance. Based upon the reason for the referral and the assessment of the EAP counselor, employee referred to the EAP and determined to have a drug use or alcohol misuse problem may be removed from their position and suspended or assigned to alternative duty subject to the availability of such work, the need to accommodate other employees, and any federal and state statutory and regulatory requirements.

The managerial option to refer any employee to Pace's EAP shall not, however, restrict Pace's right to terminate or otherwise discipline an employee. In the event an employee requests admission into the EAP after commission of an act (including a violation of this policy) which subjects him/her to discharge, Pace may, in its discretion, convert the discharge to a suspension and allow the employee admission into the EAP. Such a determination will be based upon the following criteria: the type of rule violation and all circumstances attendant to the incident in question; the employee's length of service; and the employee's overall work record.

Employees are directed to any pertinent collective bargaining agreement for the terms and provisions of, and restrictions and benefits attendant to, EAP participation. Any questions regarding Pace's EAP should be referred to the Regional Manager (or a designated representative).

C. Effects of Alcohol

Alcohol is the most commonly abused chemical substance in the country and in the workplace. Of the two-thirds of all Americans who drink, there are an estimated thirteen million people with serious drinking problems. A problem drinker is anyone who frequently drinks to the state of intoxication. While intoxicated, he/she may exhibit behavior that would never occur while sober. Alcohol problems have a devastating impact on family life, health, and the workplace. The family may be subject to frequent episodes of violence, physical and emotional neglect, diabetes, ulcers, hypertension, and kidney problems. Emotional health is affected as well due to alcohol misuse, presenting symptoms such as depression, anxiety, hallucinations, and insomnia. Alcohol

abuse in the workplace costs corporate America millions of dollars each year through excessive absenteeism, lack of motivation, and a rise in the use of medical benefits associated with illness caused by alcoholism.

The most effective way to combat alcohol misuse is treatment. Alcohol detoxification rehabilitation is the only method of intervention used to interrupt alcoholism.

#### IV. Provisions for Drug and Alcohol Testing

##### A. General Conditions

##### 1. Persons Subject to Testing

The following persons will be subject to alcohol testing just before, during or just after performing a safety-sensitive function and will be subject to drug testing any time while on duty pursuant to the terms of this policy:

- All full-time, part-time, seasonal, and temporary employees of Pace engaged in the performance of safety-sensitive functions;
- Applicants for positions of employment with Pace involving the performance of safety-sensitive functions;
- Employees of contractors engaged in the performance of safety-sensitive functions for Pace; and
- Employees of operators who are third party contractors engaged in the performance of safety-sensitive functions;

"Safety-sensitive functions" are performed by those persons who:

- Operate revenue service vehicles (including when not in revenue service).
- Operate non-revenue service vehicles required to be operated by a holder of a commercial driver's license.
- Dispatch or control revenue service vehicles.
- Maintain a revenue service vehicle or equipment used in revenue service.
- Carry a firearm for security purposes.

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded. Attached to this policy is a list of the position titles (*Appendix B*) identifying the persons subject to drug and alcohol testing.

2. Drug Rule

All persons covered by this policy are prohibited from using any of the following five substances: Marijuana; Cocaine; Opiates; Amphetamines; and Phencyclidine and the non-prescribed use of four (4) semi-synthetic Opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Pursuant to FTA requirements, drug testing is administered in accordance with any of the following circumstances as described in detail in each case in *Section IV.B.1 a. through f.* of this policy: pre-employment; post-accident; reasonable suspicion; random; and return to duty/follow-up.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Pace property by any person at any time also is prohibited.

**Additionally, separate from any DOT or FTA requirements:**

- The use of illegal drugs by Pace employees at any time is prohibited.
- The use or possession of a controlled substance or narcotic from the time an employee reports for work until the conclusion of the employee's workday or reporting for work in an impaired condition due to the use of the same is prohibited.
- An employee may not have a controlled substance or narcotic in his/her system from the time of reporting for work until the conclusion of the workday.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of a controlled substance or narcotic.

3. Alcohol Rule – Required Hours of Compliance

All persons covered by this policy are prohibited from consuming alcohol:

- While performing a safety-sensitive function;
- Within four (4) hours prior to performing a safety-sensitive function (including on-call safety-sensitive employees); and
- Up to eight (8) hours following an accident or until the employee undergoes a post-accident test.

Under FTA requirements, each person covered by this policy is subject to alcohol testing:

- While performing any safety-sensitive function;



- Immediately before performing any safety-sensitive function; and
- Immediately after performing any safety-sensitive function.

**Additionally, separate from any DOT or FTA requirements:**

- Pace prohibits the use or possession of intoxicants on its property at any time.
- Employees, while in a Pace uniform, shall not either enter an establishment of which the main business is the selling of intoxicants or partake of an intoxicant in a public place.
- An employee shall not knowingly accept relief from or permit an employee to work who is under the influence of an intoxicant.

**B. Detection**

**1. Circumstances for Testing**

**a. Pre-Employment**

No applicant for employment will be placed in a safety-sensitive position by Pace unless the applicant submits to a pre-employment drug test and a verified negative drug test is received. The test will be administered as part of the pre-placement physical examination. Additionally, no Pace employee will be transferred into a safety-sensitive position unless the employee submits to a drug test and a verified negative drug test is received. The test will be administered as part of the qualifying physical examination.

If an applicant or employee drug test is cancelled, the applicant or employee must submit to another drug test.

In addition, when a covered employee or applicant has not performed a safety-sensitive function for ninety (90) consecutive calendar days regardless of the reason, and the employee has not been in the Pace random selection pool during that time, Pace will ensure that the employee takes a pre-employment drug test with a verified negative result.

If a covered employee or applicant has previously failed or refused a DOT pre-employment drug test, the employee must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in Section 655.62.

b. Reasonable Suspicion

All employees covered by this policy will be required to submit to a drug and alcohol test with Pace, as required under Section 655.43, through observations made by a supervisor, who has reasonable suspicion that the employee has used a prohibited drug or misused alcohol contrary to the terms of this policy. No employer shall permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. The request to undergo a reasonable suspicion test will be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the person to whom the request is directed.

Supervisors who will be expected to make such a determination will be trained in the facts, circumstances, physical evidence, physical signs and symptoms, and patterns of performance and/or behavior associated with drug use and alcohol misuse.

Any supervisory person who orders an employee to undergo a reasonable suspicion test will complete a "Condition of Employee Report," a sample of which is attached as Appendix C.

c. Post-Accident

All employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test, as required under Section 655.44. No employer shall permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. An "accident" is defined as an occurrence associated with the operation of a Pace vehicle in which:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or
- Any vehicle involved incurs disabling damage and is transported away from the scene by a tow truck or other vehicle.

In the case of any accident involving a fatality, each surviving safety-sensitive employee on duty in the Pace vehicle at the time of the accident will be tested.

Additionally, safety-sensitive employees not on the vehicle whose performance could have contributed to the accident, as determined by Pace using the best information available at the time of the accident, will be tested.

In the case of all other accidents covered by this policy (i.e., those not involving a fatality), each safety-sensitive employee operating the Pace vehicle at the time of the accident will be tested unless Pace determines, using the best

information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by Pace using the best information available at the time of the accident, will be tested.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, Pace will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying Pace of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

d. Random Testing

All employees covered by this policy will be subject to random drug and alcohol testing, as required under Section 655.45. No employer shall permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA Administrator. In conducting such tests, the process will be unannounced as well as random. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year including all days and hours during which safety-sensitive functions are performed, so as to ensure that all covered employees have a reasonable expectation that they might be randomly tested for prohibited drug use anytime while on duty. Each covered employee shall have an equal chance of being tested each time selections are conducted. Once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site.

e. Return to Duty

Before any employee covered by this policy is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol test result of 0.04 or greater, or a refusal to submit to a test, the employee will be required to:

- Be evaluated by a substance abuse professional ("SAP") designated by Pace to determine whether the employee has followed the recommendations for action by the SAP, including participation in any rehabilitation program; and
- Pass drug and/or alcohol tests as determined by the SAP.

If a return to duty drug test is cancelled, the employee will be subject to and required to pass another drug test.

**In addition to the foregoing and separate from any FTA requirements, Pace requires that all employees covered by this policy submit to a drug and alcohol test using non-DOT forms when:**

- The employee is returning from a drug and/or alcohol rehabilitation program known to, or arranged by, Pace, or made known to Pace.
- The employee has signed a treatment plan, work resumption, or return to work agreement that requires the test.
- The employee is returning to work from an absence longer than thirty (30) consecutive calendar days.
- The employee is returning to duty to perform a safety-sensitive function following an alcohol test result of 0.02 or greater but less than 0.04.

f. Follow-Up

An employee who is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol test of 0.04 or greater, or a refusal to submit to a test will be subject to unannounced follow-up testing for at least twelve (12) but not more than sixty (60) months, as required under Section 655.47. No employer shall permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty.

The foregoing is separate from and in addition to Pace's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

**In addition to the foregoing, and separate from any FTA requirements, Pace requires that any employee who participates as a volunteer in Pace's EAP comply with all drug and/or alcohol testing recommended by the EAP counselor.**

2. Conduct that Constitutes a Refusal to Submit to a Test

The following conduct will be regarded by Pace as a refusal to submit to a drug and/or alcohol test and constitutes a positive test result:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Pace.
- Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Fail to attempt to provide a urine or breath specimen. Provided that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- In a case of a directly observed or monitored collection in your drug test, fail to permit the observation or monitoring of your provision of a specimen including the failure to follow the collector's instructions to raise and lower your clothing and to turn around to permit the observer to determine if there is evidence of a prosthetic or other device that could be used to interfere with the collection process.
- Fail to provide a sufficient amount of urine or breath when directed and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fail or decline to take a second test Pace or collector has directed you to take.
- Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process.
- Fail to sign the certification at step 2 of the Alcohol Testing Form.

- Fail to cooperate with any part of the testing process, including refusal to wash hands after being directed to do so.
- Admitting to collection site personnel or Medical Review Officer that he/she has adulterated or substituted their specimen.
- The employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

## V. Methodology

All federally mandated drug and alcohol testing will be conducted in accordance with 49 CFR Part 40 and will include the procedures that will be used to test for the presence of illegal drugs, the non-prescribed use of semi-synthetic opioids or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee.

### A. Drug Testing

#### 1. Collection Procedures

When ordered to do so by Pace, an employee shall submit to drug testing through urine analysis. At the time specimens are collected, the employee will be given written instructions setting forth his/her responsibilities. The employee's identity will be verified through the use of a photo identification card or through a representative designated by Pace.

Forty-five (45) milliliters (mL) (about 1 ½ ounces) of urine will be collected. The collection site technician will pour fifteen (15) mL into one bottle to be used as a split specimen. The remainder (at least thirty (30) mL) will be retained in the collection bottle or poured into another bottle to be used as the primary specimen.

If the employee is unable to provide at least forty-five (45) mL of urine the specimen will be discarded. The collection site technician will instruct the employee, who must remain at the collection site, to drink up to forty (40) ounces of fluids, distributed reasonably through a period of up to three (3) hours, or until the employee has provided a new urine specimen, whichever occurs first. The employee will then provide a new sample using a fresh collection container. If the employee is still unable to provide an adequate specimen, testing will be discontinued and the employee will be directed to obtain, within 5 days after the attempted provision of urine, an evaluation from a licensed physician who is acceptable to the MRO concerning the employee's ability to procure an adequate amount of urine.

Within four (4) minutes of receiving the specimen, the temperature of the specimen will be recorded. Any specimen temperature out of the range of 32°C to 38°C/90°F to 100°F will require that an observed collection take place. The collection site technician also will examine the specimen visually for any unusual color or sediment, and note the results on the custody and control form.

Both bottles will be sealed and labeled in the presence of the employee. The donor will initial the labels verifying the specimen is his/hers. A custody and control form will be completed and signed by the collection site technician and the donor. Both the primary and split specimen will be sealed in a single shipping container, together with the appropriate pages of the custody and control form. The tape seal on the container will bear the initials of the collection person and the date of closure for shipment. The specimen will be placed in secure storage until dispatched to the laboratory.

Procedures for collecting urine specimens shall allow individual privacy. If, however, any of the following circumstances exist, a collection site person of the same gender as the individual providing the urine specimen shall obtain a specimen by direct observation.

Direct observation shall include the lifting of clothing to just above the navel or lowering to mid-thigh and turning towards the same sex collector to prove the individual is not concealing a prosthetic device to beat the test.

- The individual previously has been determined to have used a controlled substance without medical authorization and the test being conducted is a return to duty or follow-up test.
- The individual has provided a urine specimen that falls outside the normal temperature range (32°C to 38°C/90°F to 100°F)
- The collection site person observes conduct indicating an attempt to substitute or adulterate the specimen. In such event, the collection site person will prepare and maintain a written report concerning the observation.
- Individuals who have tested positive, adulterated or substituted and their split sample was not available for testing. (Splits not collected, missing or destroyed in transit.)
- Individuals providing a specimen resulting in a creatine level between 2 and 5.

## 2. Laboratory Testing

All drug testing will be completed in a laboratory certified by the Department of Health and Human Services (DHHS). Pace has contracted with Phamatech, Inc.

(15175 Innovation Dr. San Diego, CA 92128) to conduct all drug testing administered on its behalf under this policy. As of the revised date of this policy, the Federal Register has identified Phamatech, Inc. as DHHS-certified.

An immunoassay test will be performed initially on the specimen. If any prohibited drug registers above the cutoff level on the immunoassay screen, an aliquot of the same urine specimen will be confirmed by using gas chromatography/mass spectrometry (GC,MS). All FTA and Pace mandated tests will undergo validity testing which is designed to deter and detect attempts to adulterate or substitute specimens. Testing must conform with 49 CFR Part 40 as amended and effective January 18, 2001.

All FTA-mandated drug testing will be performed to detect for the presence of the following five (5) substances: Marijuana; Cocaine; Opioids; Phencyclidine; and Amphetamines. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the identified drugs:

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/mL <sup>3</sup>	THCA	15 ng/mL
Cocaine metabolites (Benzoylecgonine)	150 ng/mL <sup>3</sup>	Benzoylecgonine	100 ng/mL
Codeine/Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL 100 ng/mL
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL 100 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamine/Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/mL	MDMA MDA	250 ng/mL 250 ng/mL

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

*Immunoassay:* The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

*Alternate technology:* Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, Δ-9-tetrahydrocannabinol-9-carboxylic acid (THCA).



<sup>3</sup> *Alternate technology (THCA and Benzoyllecgonine):* When using an alternate technology initial test for the specific target analytes of THCA and Benzoyllecgonine, the laboratory must use the same cutoff for the initial and confirmatory tests (i.e., 15 ng/mL for THCA and 100 ng/mL for Benzoyllecgonine).

<sup>4</sup> Methylenedioxymethamphetamine (MDMA).

<sup>5</sup> Methylenedioxyamphetamine (MDA).

All Pace-mandated testing using non-DOT forms will be performed to detect for the presence of, in addition to the foregoing five (5) substances, the following five (5) substances: Barbiturates; Benzodiazepine metabolites; Methadone; Methaqualone; and Propoxyphene.

The following initial cutoff levels will be used when screening specimens to determine whether they are negative for the identified drugs:

<u>Drug</u>	<u>Cutoff Levels (ng/mL)</u>
Barbiturates	300
Benzodiazepine metabolites	300
Methadone	300
Methaqualone	300
Propoxyphene	300

The following confirmatory cutoff levels will be used:

<u>Drug</u>	<u>Cutoff Levels (ng/mL)</u>
Barbiturates	200
Benzodiazepine metabolites	200
Methadone	200
Methaqualone	200
Propoxyphene	200

Long-term frozen storage (-20 °C or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. All confirmed positive specimens will be retained by the laboratory in their original labeled specimen bottles for a minimum of one (1) year in properly secured long-term frozen storage.

Within this one (1) year period, Pace or any other person designated by DOT regulation may request the laboratory to retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after the end of one (1) year, except the laboratory shall maintain any specimen known to be under legal challenge for an indefinite period.

3. Review by Medical Review Officer (MRO)

All drug testing laboratory results shall be reviewed by a qualified medical review officer ("MRO") designated by Pace to verify and validate the test results. As of the revised date of this policy, Pace has contracted with Dr. David Nahin, National Drug Screening Inc. to serve as its MRO. Dr. Nahin has offices located at 9501 Northfield BLVD, Denver, CO 80238. Phone (877) 295-3381.

The MRO will conduct an administrative review of the control and custody form to ensure its accuracy. The MRO will review and interpret an individual's confirmed positive test by: (1) reviewing the individual's medical history; (2) affording the individual an opportunity to discuss the test result; and (3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication. In addition, to ensure fairness to employees, the MRO will review the test results when a laboratory indicates that an employee's specimen may have been adulterated or substituted. The foregoing applies to both FTA-mandated and Pace-mandated drug testing.

4. Notification and Split Sampling

The MRO will notify each employee who has a verified positive test that the employee has seventy-two (72) hours within which to request a test of the split specimen. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory, in writing, to ship the split specimen to another DHHS laboratory for analysis. An employee may also request an analysis of the split specimen for any specimen deemed to have been adulterated or substituted.

If the analysis of the split specimen fails to confirm the presence of the drug(s), drug metabolite(s), or evidence of adulteration or substitution, found in the primary specimen, or if the split specimen is unavailable or inadequate for testing, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer, and the employee.

If the employee has not contacted the MRO within seventy-two (72) hours of being notified of a verified positive drug test or evidence of adulteration or substitution, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test or evidence of adulteration or substitution, or other unavoidable circumstances that prevented the employee from contacting the MRO in time. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO, the MRO will direct that an analysis of the split sample be performed. If the MRO concludes that there is no legitimate explanation, the MRO is not required to direct the analysis of the split specimen.

If, after the MRO makes all reasonable efforts (and documents them), the MRO is unable to reach the individual directly, the MRO will contact a designated Pace representative who will direct the employee to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated Pace

representative is unable to contact the employee, Pace may place the employee on temporary unqualified status or medical leave.

The MRO will report each verified test result to the person designated by Pace to receive the results. Reporting of a verified positive result or taking action required as a result of a positive drug test will not be delayed pending the split sampling analysis. The MRO will maintain all necessary records and send test result reports to Pace's General Manager and Chief Operating Officer (or a designated representative), Pace's drug and alcohol program manager.

The MRO will also report all negative drug tests which indicate the urine was diluted. It is Pace policy to ensure that the retesting of employees is consistent and therefore require the immediate retesting for all negative pre-employment reasonable suspicion, return to duty and follow-up testing where results have indicated a diluted urine sample. Such re-collections will not be collected under direct observation, unless there is another basis for use of direct observation.

B. Alcohol Testing

1. Breath Testing Procedures

When ordered to do so by Pace, an employee shall submit to breath alcohol testing through the use of an evidential breath testing device ("EBT"). Upon arrival at the collection site, the employee's identity will be verified through the use of a photo identification card or through a representative designated by Pace. The testing procedures will be explained to the employee after which the employee and a breath alcohol technician ("BAT") designated by Pace will complete, date and sign the alcohol testing form.

The BAT will inform the employee of the need to conduct a screening test. The BAT and the employee will read the sequential test number displayed by the EBT. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. Following the screening test, the BAT will show the employee the result displayed on the EBT or the printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to Pace as a negative test. The employee may then return to his/her safety-sensitive position. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The confirmation test will be conducted at least fifteen (15) minutes, but not more than thirty (30) minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will instruct the employee not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the employee that the test

will be conducted at the end of the waiting period, even if the employee has disregarded the instructions.

Before the confirmation test is administered, the BAT will conduct an air blank on the EBT. If the reading is greater than 0.00, the BAT will conduct one more air blank. If the second air blank is greater than 0.00, the EBT will not be used to conduct the test. The confirmation test will be conducted using the same procedure as the screening test. A new mouthpiece will be used.

If the initial and confirmatory test results are not identical, the confirmation test result will be deemed to be the final result. If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled and the EBT removed from service.

The BAT will sign and date the alcohol testing form. The employee will sign and date the certification statement, which includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the results are 0.02 or greater. The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamper proof tape (unless the results are printed directly on the form).

If a screening or confirmatory test cannot be completed, the BAT will, if practicable, begin a new alcohol testing form with a new sequential test number. Refusal by an employee to complete and sign the alcohol testing form, to provide breath, or otherwise to cooperate with the collection process will be noted on the form and the test will be terminated.

2. Notification

The BAT will transmit all non-negative results to a designated Pace representative immediately.

3. Positive Test Results at Designated Threshold Levels

In the event of a test result of 0.02 or greater but less than 0.04, the employee shall be removed from duty for at least eight (8) hours following the administration of the test. **Separate from any FTA requirements**, in no event will the employee be allowed to return to duty unless he/she passes an alcohol test showing an alcohol concentration of less than 0.02.

In the event of a federally mandated test result equal to or greater than 0.04, the employee shall be prohibited from performing any safety-sensitive duties until he/she has been evaluated by a substance abuse professional and has passed a return to duty test.

C. Substance Abuse Professional (SAP) Evaluation

Any individual who has a verified positive drug test result or a breath alcohol concentration of 0.04 or greater will be advised of the resources available to evaluate and resolve problems associated with drug abuse or alcohol misuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The employee also will be assessed by a substance abuse professional ("SAP") designated by Pace who will determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

As of the revised date of the policy, Pace has contracted with Morneau Shepell, (800) 272-2727 to serve as its SAP. Morneau Shepell, also manages Pace's EAP. As discussed in *Section III, B.* of this policy, the EAP is designed to assist Pace employees with personal problems, including problems associated with drug abuse or alcohol misuse.

The SAP will carry out the following responsibilities:

- A qualified SAP will recommend education and/or treatment during the return-to-duty process.
- Evaluate whether any employee who previously tested positive and desires to return to work has properly followed the SAP's recommendations for treatment.
- Recommend whether a returning employee who previously tested positive for drug use also should be subject to return to duty and/or follow-up testing for alcohol misuse.
- Document all contacts with referred employees and present regular periodic reports to Pace's drug and alcohol program manager or his/her designee.
- Recommend whether a returning employee who previously tested positive for alcohol misuse also should be subject to return to duty and/or follow-up testing for drug use.

The foregoing applies to FTA-mandated testing only.

VI. Enforcement of Policy Through Discipline

Separate from any FTA requirement Pace will under its own authority exercise the following discipline as a result of drug and or alcohol misuse.

A. Pre-Employment

Any applicant who tests positive for drugs and/or alcohol will be disqualified from consideration for a safety-sensitive position with Pace.

B. Reasonable Suspicion

Any employee who tests positive for drugs and/or alcohol pursuant to a reasonable suspicion test administered under this policy will be discharged.

C. Post-Accident

Any employee involved in an accident who tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be discharged.

D. Random

Any employee who tests positive for drugs and/or alcohol pursuant to a random test administered under this policy will be discharged.

E. Return to Duty

Any employee who tests positive for drugs and/or alcohol pursuant to a return to duty test administered under this policy will be discharged.

F. Follow-Up

Any employee who tests positive for drugs and/or alcohol pursuant to a follow-up test administered under this policy will be discharged.

G. Refusal to Take Test and/or Non-Compliance with Testing Procedures

Any employee who refuses to submit to any drug or alcohol test administered under this policy, to complete and sign the requisite testing forms, or otherwise to cooperate with the testing process in a way that prevents the completion of the test will be discharged.

H. Inability to Provide Adequate Amount of Urine Specimen or Breath

Any applicant or employee who is unable to provide an adequate amount of urine specimen for drug testing will be directed to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3) hours, or until the employee has provided a new urine specimen, whichever occurs first. If the employee refuses to provide a new specimen within the three (3) period, the collection site person shall terminate the collection.

In all cases involving an employee who cannot provide an adequate specimen within the three (3) hour period, a Pace designated MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen. If the former, Pace will make whatever accommodation is reasonable in light of all circumstances relevant to the case. If the latter, the employee's failure to provide an adequate amount of urine will be regarded as a refusal to submit to take the test and the employee will be discharged. In pre-employment testing involving an applicant who

cannot provide an adequate specimen within the three (3) hour period, the applicant will be disqualified from consideration for employment with Pace (without resort to an MRO referral).

An employee who is unable to provide an adequate amount of breath for alcohol testing will be directed to obtain an evaluation from a licensed physician who is acceptable to Pace concerning the employee's medical ability to provide an adequate amount of breath. If the physician concludes that a medical condition has or could have precluded the employee from providing an adequate amount of breath, the employee's failure to do so will not be regarded as a refusal to take the test. If the physician is unable to make such a determination, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and the employee will be discharged. An applicant who is unable to provide an adequate amount of breath for alcohol testing will be disqualified from consideration for employment with Pace (without referral to a physician).

I. Urine Specimen Alteration

In any case where it has been determined that an employee has altered or attempted to alter his/her urine specimen for a drug test administered under this policy, the employee will be discharged. In any case where it has been determined that an applicant has altered or attempted to alter his/her urine specimen for a drug test administered under this policy, the applicant will be disqualified from consideration for employment with Pace.

J. Unsatisfactory Employee Assistance Program Participation

An employee allowed entry into Pace's EAP who fails to participate in the recommended treatment program, fails to comply with the terms of his/her EAP plan, or refuses to take a drug and/or alcohol screen when ordered to do so will be discharged.

K. Conviction for a Violation of a Criminal Drug Statute

As a condition of employment with Pace, an employee must notify Pace in writing of his/her conviction for a violation of any criminal drug statute no later than five (5) calendar days after such conviction. Any employee convicted for such a violation occurring on Pace property will be discharged. In all other cases, discipline, up to and including discharge will be issued based upon all circumstances relevant to the case.

L. Applicability of Policy to Pace Contractors

All Pace contractor employees who are engaged in the performance of safety-sensitive functions for Pace are subject to the provisions of this policy pertaining to *Deterrence (Section IIIA)*, *Provisions for Drug and Alcohol Testing (Section IV)*, and *Methodology (Section V)*. Employees of third party contractors which operate transportation service for Pace contractors who are engaged in the performance of safety-sensitive functions also are subject to these provisions. Pace does not mandate the application of other

provisions of this policy relating to *Treatment and Rehabilitation (the Employee Assistance Program, Section IIIB)* and *Rehabilitation Policy Through Discipline (Section VI)* to contractor employees. These areas are left to the contractor's discretion. However, any contractor employee who violates Pace's policies on *Deterrence (Section IIIA)*, *Provisions for Drug and Alcohol Testing (Section IV)*, and *Methodology (Section V)* shall not be allowed to perform safety-sensitive functions in Pace-funded service.



## Appendix A: Terms and Definitions

<b>Adulterated Specimen</b>	A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
<b>Air Blank</b>	In evidential breath testing devices (EBTs) using gas chromatography technology, a reading of the device's internal standard. In all other EBTs, a reading of ambient air containing no alcohol.
<b>Alcohol</b>	The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.
<b>Alcohol Concentration</b>	The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.
<b>Alcohol Use</b>	The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication), containing alcohol.
<b>Aliquot</b>	A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.
<b>Breath Alcohol Technician (BAT)</b>	A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.
<b>Cancelled or Invalid Test</b>	In drug testing, a drug test that has been declared invalid by a Medical Review Officer. A cancelled test is neither a positive nor a negative test. A sample that has been rejected for testing by a laboratory is treated the same as a cancelled test. In alcohol testing, a test that is deemed to be invalid is neither a positive nor a negative test.
<b>Collection Container</b>	A container into which the employee urinates to provide the specimen for a drug test.
<b>Collection Site</b>	A place selected by Pace where employees present themselves for the purpose of providing a urine specimen for a drug test.
<b>Collection Site Person</b>	A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.
<b>Confirmation (or Confirmatory) Test</b>	In drug testing, a second analytical procedure performed on a different aliquot of the original specimen to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. (Gas chromatography/mass spectrometry [GC,MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.) In alcohol testing, a second test,

	following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.
<b>Contractor</b>	A person or organization that provides a service for Pace consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.
<b>Controlled Substance</b>	The substances defined and included in the Schedules of Article II of the Illinois Controlled Substances Act, 720 ILES 570/201 <u>et seq.</u>
<b>DOT</b>	The Department of Transportation or any designee of the Secretary of the Department of Transportation.
<b>Drug Metabolite</b>	The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.
<b>Drug Test</b>	The laboratory analysis of a urine specimen collected in accordance with regulations promulgated by the DOT and analyzed in a DHHS-approved laboratory.
<b>Evidential Breath Testing Device (EBT)</b>	A device that is approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.
<b>FTA</b>	Federal Transit Administration
<b>HHS</b>	The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.
<b>Initial Drug Test</b>	(Also known as a "Screening drug test"). The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
<b>Initial Specimen Validity Test</b>	The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.
<b>Invalid Drug Test</b>	The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.
<b>Laboratory</b>	Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

<b>Limit of Detection (LOD)</b>	The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.
<b>Limit of Quantitation</b>	For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.
<b>Medical Review Officer (MRO)</b>	A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
<b>Narcotic</b>	The substance defined and included in Section 102 of the Illinois Controlled Substances Act, 720 ILES 570/102.
<b>Negative Result</b>	The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.
<b>Pass a Drug Test</b>	An individual passes a drug test when a Medical Review Officer determines, in accordance with procedures established by the DOT, that the results of the test: <ul style="list-style-type: none"> <li>• Showed no evidence or insufficient evidence of a prohibited drug or drug metabolite</li> <li>• Showed evidence of a prohibited drug or drug metabolite for which there was a legitimate medical explanation</li> <li>• Were scientifically insufficient to warrant further action</li> </ul>
<b>Performing a Safety-Sensitive Function</b>	A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
<b>Positive Result</b>	The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.
<b>Prescribed Drug</b>	Any controlled substance or narcotic prescribed by a qualified, licensed health provider.
<b>Prohibited Drug</b>	Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine
<b>Reconfirmed</b>	The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

<b>Rejected for Testing</b>	The result reported by an HHS-certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.
<b>Safety-Sensitive Position</b>	A duty, position, or job category that requires the performance of a safety-sensitive function(s).
<b>Screening Test (or Initial Test)</b>	See "Initial Drug Test" definition.
<b>Shipping Container</b>	A container that is used for transporting and protecting urine specimen bottles and associated documents from the collection site to the laboratory.
<b>Specimen Bottle</b>	The bottle that, after being sealed and labeled according to procedures in 49 CFR Part 40,, is used to hold the urine specimen during transportation to the laboratory.
<b>Split Specimen</b>	In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
<b>Split Specimen Collection</b>	A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).
<b>Substance Abuse Professional (SAP)</b>	A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
<b>Validity Testing</b>	Tests conducted by the laboratory designed to deter and detect attempts to adulterate or substitute specimens.
<b>Volunteer</b>	A permanent, temporary, or part-time worker who is not compensated for his/her services unless involved either in the operation of a vehicle designed to transport sixteen or more passengers, including the driver, or in the provision of a charitable service with the expectation of receiving a benefit. The term volunteer includes any vanpool driver who pursuant to FTA regulations is not subject to drug or alcohol testing.

**ATTACHMENT 2**  
**CERTIFICATION OF COMPLIANCE WITH**  
**PACE'S DRUG & ALCOHOL POLICY AND TESTING PROGRAM**

Date: July 16, 2019

I, Dorothea DePrisco, Assistant Corporate Secretary  
(Printed Name of Official) (Title of Official)

MV Transportation, Inc.  
(Name of Company/Municipality)

**DO HEREBY CERTIFY** that an anti-drug and alcohol misuse prevention program has been established in accordance with the terms of the *Code of Federal Regulations, Title 49, Part 40, Part 655* ("Federal regulations"). I further certify that the program specifically includes provisions for:

1. Training for safety-sensitive employees and training for supervisors in accordance with the Federal regulations and Pace policy.
2. Testing of safety-sensitive employees for drugs and alcohol in accordance with the approved testing protocols and procedures set forth in the Federal regulations and Pace policy under the following circumstances:
  - Pre-employment (drug testing only)
  - Reasonable Suspicion
  - Post-accident
  - Random
  - Return to duty
  - Follow up
3. Use of a Medical Review Officer ("MRO") for all drug tests and a Substance Abuse Professional ("SAP") for evaluations and follow-up treatment and testing recommendations for all individuals who test positive under any drug or alcohol test, as these requirements are set forth in the Federal regulations and Pace policy.
4. Maintenance of records in accordance with the Federal regulations and Pace policy, which records will be made available upon request to Pace or its designee.

  
\_\_\_\_\_  
(Signature of Official)

### Insurance Requirements – Paratransit

Contractor shall provide and maintain insurance coverage required by this exhibit for the term of this Contract plus one additional year. If Contractor's warranty and/or a materials warranty applies to this Contract and extends beyond one year from the term of this Contract, evidence of insurance coverage shall be for the entire length of Contractor's warranty or the materials warranty, whichever is greater. All insurers must maintain a rating of A-VII or better as rated by A. M. Best Company. If an A. M. Best rating is not available due to insurance coverage being underwritten by an alternative risk financing method (e.g., self-insurance, risk retention group, and captive insurance company), Contractor shall provide Pace with Contractor's most recent audited financial statements, audit report notes, state insurance department documents granting Contractor's self-insurance approval, and, at Pace's discretion, written attestation that Contractor possesses the necessary amount of unencumbered financial assets to support Contractor's retained risk financing exposures.

Contractor shall insert the substance of this exhibit in Contractor's contracts with subcontractors and independent contractors working on the Project ("Subs/Independents") and shall require all Subs/Independents to provide and maintain the insurance required by this exhibit. It is Contractor's sole responsibility to ensure that the insurance coverage of the Subs/Independents meets or exceeds the insurance coverage required by this exhibit.

Prior to contract award for this solicitation and within five business days of Pace's written request, Contractor shall provide Pace with the Certificate of Insurance and endorsements required by this exhibit for Pace's approval. Pace must approve of Contractor's evidence of insurance coverage required by this exhibit prior to Contractor commencing work under this Contract. Contractor's failure to provide the evidence of insurance coverage required by this exhibit may result in a not responsible determination against Contractor as solely determined by Pace. Pace's acceptance of delivery of any Certificate of Insurance shall not constitute approval or agreement that the insurance requirements for this Contract have been met or that the insurance policies identified in the Certificate of Insurance comply with such requirements. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided shall not constitute a waiver of Contractor's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Contractor's responsibilities under other provisions of this Contract, including the indemnification provision. Contractor's failure to carry, maintain, and/or document the insurance required by this exhibit shall constitute a breach of this Contract.

**Evidence of Insurance** shall be on Acord 25 (or equivalent) Certificate of Insurance form and shall evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Contractor shall provide Pace with an updated Certificate of Insurance.

Contractor shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC ISO WC 00 03 13.

"Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace." This applies to all insurance policies where Additional Insured status of Pace is a requirement of this exhibit.

Additional Insured must be shown on the Certificate of Insurance as "The Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA are Additional Insureds on the general liability, automobile liability and umbrella liability policies.

Waiver of subrogation must be shown on the Certificate of Insurance as "General liability, automobile liability, workers' compensation and umbrella insurers waive all rights of subrogation against the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA."

The Certificate of Insurance must disclose all deductibles or self-insured retentions, as applicable.

The insurance required by this exhibit shall provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of such cancellation.

The Certificate Holder shall be shown on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority  
Attention: Insurance Liaison  
550 W. Algonquin Road  
Arlington Heights, IL 60005

**Insurance Coverages:**

Minimum insurance requirements for this Contract are identified in those paragraphs below marked with an :

**Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit. Executive officers, sole proprietors, general contractors utilizing independent contractor labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage shall execute a hold harmless agreement provided by Pace.

**Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$5,000,000; General Aggregate-\$10,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. The policy shall not contain a Sexual Abuse and Molestation exclusion. The policy shall be written on an ISO CG 00 01 (or equivalent) and shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy.

**Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$5,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. The policy shall name the Regional Transportation Authority (RTA), and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy.

**Automobile Physical Damage** with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the **Replacement Cost** value of the vehicle(s). Replacement Cost is defined as cost to replace new with like kind and quality and zero (\$0) in accumulated depreciation.

If the *Contractors* are leasing **Pace** property or using **Pace**-owned vehicles/property and are contractually obligated to insure **Pace**-owned property, the *Contractors'* insurer or agent/broker shall name Pace, the Suburban Bus Division of the Regional Transportation Authority as the **Loss Payee**. Pace shall be provided with a BP 12 03 Loss Payee (or equivalent) endorsement that specifically schedules Pace as a Loss Payee.

**Umbrella Liability Insurance** affording the following coverage and limits: \$10,000,000 each occurrence and \$10,000,000 aggregate. The insurance shall provide coverage at least as broad as each of the underlying policies.



**Waiver of Subrogation**

Contractor and its insurer shall waive any rights of subrogation that they have against Pace and the Regional Transportation Authority and, in connection therewith, Contractor's insurance policies required under this exhibit shall include a waiver of subrogation clause or endorsement.





**Paratransit Manual for Private  
Providers Contracting Directly with Pace**

**November 27, 2018**

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**APPENDIX A**

Pace’s Drug and Alcohol Policy and Testing Program (See Exhibit E of RFP)

**APPENDIX B**

Pace’s Systems Security and Emergency Preparedness Plan (See Exhibit I of RFP)

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## INTRODUCTION

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The purpose of the Pace Paratransit Contractors Manual is to document Pace policies and procedures for Private Providers Contracting Directly with Pace. A separate Paratransit Manual exists for projects funded through agreements with municipalities.

The Pace Paratransit Contractors Manual is a supplement to Pace contracts with private providers and does not replace those documents. Should any requirements of the Pace Paratransit Contractors Manual conflict with the terms and provisions of the contract with Pace, the terms and provisions of the contract shall take precedent.

Persons responsible for the overall administration of paratransit projects as well as all staff involved in day-to-day project operations should be familiar with this Manual. It is intended to serve as a reference guide for handling routine matters, such as monthly operations reporting, as well as special situations, such as accident reporting. Pace routinely provides operating bulletins to contractors providing direction on operating procedures. These bulletins automatically become a part of this Manual and must be maintained as part of this Manual. In addition to this Manual, all Pace bulletins must be disseminated to appropriate staff.

For more information regarding any of the items described in this Manual, please contact Pace's Paratransit Department Staff.

## **PARATRANSIT CONTACT INFORMATION**

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### **Pace Paratransit Services**

547 W. Jackson Boulevard  
Chicago, IL 60661  
Main phone number: 312-341-8000  
Fax number: 312-341-8050  
Email format: [firstnamelastname@pacebus.com](mailto:firstname.lastname@pacebus.com)

### **OPERATIONS EMERGENCIES**

Accident & Incident Reporting Phone Number – **847-228-4200**  
– This should be used to report accidents and incidents that occur in Pace Paratransit Service

### **TRAPEZE & TECHNOLOGY SUPPORT**

Trapeze, MDTs & Phone Systems Support Line – **847-275-1487**  
– This should be used for technical support issues relating to Trapeze, MDTs and phone systems

### **Compliance Department**

Email – [compliance@pacebus.com](mailto:compliance@pacebus.com)  
Fax Number – 312-341-8052

### **Paratransit Operations Reporting**

Email – [para.operations@pacebus.com](mailto:para.operations@pacebus.com)

### **PARATRANSIT OPERATIONS STAFF**

Melinda Metzger, Deputy Executive Director, Revenue Services  
Email – [melinda.metzger@pacebus.com](mailto:melinda.metzger@pacebus.com)  
Arlington Heights Office – 847-228-2477  
Chicago Office (312)341-8022  
Cell Phone (847)650-7223

Sally Ann Williams, Division Manager, Paratransit Services  
Email – [sally.williams@pacebus.com](mailto:sally.williams@pacebus.com)  
Chicago Office (312)341-8020  
Cell Phone (847)489-6185

Rosemary Gerty, Manager, Contract Administration, Paratransit Services  
Email – [rosemary.gerty@pacebus.com](mailto:rosemary.gerty@pacebus.com)  
Chicago Office (312)341-8025  
Cell Phone (224)279-3319

Maurice Sanders, Manager, Quality Assurance/Compliance, Paratransit Services  
Email – [maurice.sanders@pacebus.com](mailto:maurice.sanders@pacebus.com)  
Chicago Office – (312)341-8073  
Cell Phone (708)502-8664

### **MAINTENANCE STAFF**

Corey Padgett, Superintendent of Maintenance, Paratransit/Vanpool  
Email – [corey.padgett@pacebus.com](mailto:corey.padgett@pacebus.com)  
Office (708)225-3052  
Cell (847) 212-9712

## **1. PERSONNEL STANDARDS AND REQUIREMENTS**

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### **A. PERSONNEL**

#### **1. Employment Standards**

Employees must be selected on the basis of their qualifications, in accordance with Federal, State, and local laws and regulations, and the applicable provisions in the contract between Pace and the contractor. Pace has no interest in the manner in which Providers oversee their employees except in matters that impact upon the delivery of Pace mass transit service to the general public. Nor is Pace intent upon establishing any terms or conditions of employment as Pace is not the employer.

#### **2. Required Documentation for Employees of Paratransit Projects**

The following documentation must be submitted to Pace's Paratransit Department for review and approval before allowing an employee to operate in Pace service. No employee may operate a Pace vehicle, or any vehicle used in Pace service or perform any safety sensitive tasks without first receiving approval of documentation from Pace. Pace forms and instructions are included in this chapter:

Pace forms and instructions are included in this chapter:

##### **Employee Information Form**

*FOR*

- Anyone who works in any capacity for the contractor's Pace-funded paratransit project (This includes full time employees, part time employees, and volunteer employee).

*WHEN*

- Whenever an employee is hired by the contractor.
- Whenever any item listed on the Employee Information Form changes.

##### **Medical Examiner's Certificate Documenting the U.S.DOT Physical**

*FOR*

- Any employee who operates a paratransit vehicle at any time for any reason. This requirement applies to operators of both Pace owned and contractor owned vehicles.

*WHEN*

- Whenever an employee is hired by the contractor.
- Prior to expiration on the current Medical Examiner's Certificate.
- Return to duty.

##### **Pace Report Form of Compliance with Drug/Alcohol Testing Requirements**

*FOR*

- Any employee who holds a safety sensitive position, defined by the federal regulations as:

- A position which operates a Pace revenue service vehicle, whether or not the vehicle is in service
- A position which maintains Pace revenue service vehicles or equipment used in Pace service
- A position which directly controls or dispatches movement of a Pace revenue service vehicle
- A position which carries a firearm for security purposes

**WHEN**

- Whenever an employee is hired by the contractor.
- Biennially, thereafter.
- Any other time an employee is tested for drugs and alcohol required under the FTA guidelines. (See Section 4.5 Drug/Alcohol Testing for specific requirements.)

**Motor Vehicle Report****FOR**

- Any employee/individual who operates a Pace owned or contractor owned vehicle at any time or any vehicle in Pace service. This applies to operators of Pace owned vehicles and contractor owned vehicles.

**WHEN**

- Whenever an employee is hired by the contractor.
- Annually
- At Pace's request

**Criminal Background Check****FOR**

- Any employee/individual who operates a Pace owned or Contractor owned vehicle at any time in Pace service and any individual who has contact with the customers either in person or by telephone. This includes drivers, management personnel, reservationists, and dispatchers.

**WHEN**

- Whenever an employee is hired by the contractor
- Every 3 years
- Return to duty/ when an employee is on an extended leave of absence for 6 months or more
- When an employee is rehired
- At Pace's request

Any employee who is arrested for any reason must immediately notify the appropriate manager. The employee may be prohibited from operating in Pace service, if appropriate. Appropriate disciplinary action should be taken by the employer in the event that an employee is discovered to have an unreported criminal charge. Pace must be immediately notified of any arrest, charges, or pending charges of criminal behavior by Provider employees operating in Pace service.





**Copy of Employee's Drivers License**

*FOR*

- Any employee/individual who operates a Pace owned vehicle at any time or any vehicle in Pace service. This applies to operators of Pace owned vehicles and contractor owned vehicles, as well as mechanics

*WHEN*

- Whenever an employee is hired by the contractor
- Whenever the driver's license is renewed
- Return to duty

**Copy of Driver Training/Retraining Checklist**

*FOR*

- Any employee/individual who operates a Pace or Contractor owned vehicle in Pace service.

*WHEN*

- Whenever an employee is hired by the contractor.
- At Pace's request

**3. Specific Requirements for Operators of vehicles in Pace service or Pace funded service**

The following requirements must be met **BEFORE** an Operator is placed in Pace service or Pace funded service:

1. Operators must be 21 years of age or older and have held a driver's license for at least the last five (5) years without breaks or suspensions prior to the date of application for more than two (2) months. Breaks of more than two (2) months with an acceptable explanation may be considered. An acceptable explanation includes: relocation or financial hardship.
2. Operators have unsupervised access to vulnerable individuals therefore, Contractors must perform a criminal background check to ensure that a potential Operator is qualified. The following may be disqualifying:
  - a) Conviction of or conduct related to a sex crime or offense, violence, abuse, or endangerment of any person.

However, Contractor will then conduct an individualized assessment of the applicant's criminal history in accordance with the Equal Employment Opportunity Commission's enforcement guidance, including an assessment of the nature and gravity of the offense or conduct, the time that has passed since the offense, conduct and/or completion of any sentence, and the nature of the job held or sought.

3. Operators must successfully pass the U.S. Department of Transportation (U.S. DOT) physical examination. Instructions for U.S. DOT physical examination testing can be found in this chapter. Operators must have a current and valid Medical Examiner's Certificate which documents that they have successfully passed the U.S. Department of Transportation (U.S. DOT) physical examination. U.S.DOT physicals must be renewed prior to the expiration date on the Medical Examiner's Certificate.

4. Drivers must successfully pass drug/alcohol testing. Specific instructions for drug/alcohol testing can be found in section 4.5, Drug/Alcohol Testing. A copy of the Pace Report of Compliance with Drug/Alcohol Testing Requirements and instructions can be found in this chapter.
5. Operators must have a valid Commercial Driver License (CDL), in order to operate a vehicle requiring a CDL. The CDL must be a minimum class "C" license with a passenger (P) endorsement. It is the Contractor's responsibility to determine that the operator's license is valid, and of the correct classification. It is the Contractor's responsibility to assure that a vehicle requiring a CDL is assigned to an Operator with the proper CDL license and endorsements.
6. Contractors must obtain the Motor Vehicle Record(s) (MVR) of anyone operating in Pace service ("Operator") from each state where the Operator held or holds a commercial driver's license during the preceding five years and, upon receipt of an MVR, forward a copy to Pace. Each MVR shall be individually assessed in accordance with applicable EEOC guidelines.
7. Any Operator who receives a moving violation resulting from the operation of a paratransit vehicle in Pace service or a personal vehicle or who has his/her driver's license suspended, revoked, or canceled by a state or jurisdiction, loses the right to operate a commercial motor vehicle in a state or jurisdiction for any period, or is disqualified from operating a commercial motor vehicle for any period, shall notify Contractor, in writing, of such moving violation, suspension, revocation, cancellation, lost privilege, or disqualification, before the end of the business day following the day the Operator received the moving violation or notice of the suspension, revocation, cancellation, lost privilege, or disqualification by completing a Notification of Moving Violation Form, attaching a copy of the ticket or letter of suspension, and submitting it to the appropriate manager. Contractor must immediately send a copy of Operator's Notification of Moving Violation and all attachments to Pace. The Operator may be prohibited from operating in Pace service based upon the violation. An Operator shall not be allowed to operate in Pace service during any period in which he/she has a commercial driver's license disqualified by a state, has lost the right to operate a commercial motor vehicle in a state, or has been disqualified from operating a commercial motor vehicle.

## **B. PARATRANSIT DRIVER TRAINING**

### **1. Contractor's Driver Training**

All vehicle operators must receive comprehensive Paratransit training before being permitted to drive in Pace-funded service. The contractor will provide or arrange for this training before allowing any operator to drive in Pace-funded service. At a minimum, this training should address the areas listed below. A more detailed listing of driver training requirements can be found on the Driver Training Checklist located in this chapter. Contractor driver training procedures and documentation are subject to review and approval by Pace.

#### 1. Accidents

- Pace Accident/Incident Report Form
- General Accident Procedures
- Drug/Alcohol Procedures

#### Driving Skills

- Definitions

- Starting and Stopping
- Following Moving Traffic
- Intersection Operation
- Right Hand Turns
- Left. Turn/Double Left Turn
- Changing Lanes
- Passing and Being Passed
- Backing Buses
- Service Stops
- Slippery Streets
- Railroad Crossing
- General Defensive Driving Techniques

#### Emergency Equipment Operations

- Review Emergency Procedures
- Location of Emergency Equipment in Vehicle
- Use of Emergency Equipment
- Vehicle Evacuation
- Fire Protection

#### Fare Collections

- Fare Instruments
- Collection/Handling of Fares
- Fare Box Operations
- Other Related Procedures

#### Lift Usage

- Position Vehicle
- Automatic Operation of Lift
- Manual Operation of Lift

#### Loading/Unloading Passengers on Lift

- Boarding and Alighting Mobility Limited Passengers
- Operations and Movement of Stand Wheelchairs

#### Passenger Interaction

- Passenger Relations
- Disability Awareness
- Sensitivity Training



- Service Animals

#### Vehicle Operations

- Pre-Pullout Checklist Form
- Pre-Pullout Inspection on Vehicle
- Radio Procedures
- Driver Seat Adjustment
- Mirror Adjustment and Usage
- Vehicle/Console Switches
- MDT Usage
- Drive Cam

#### Securement

- Hands on Securement Training
- Securement of Various Types of Assistive Devices (Amigos, Oxygen Tanks, Mobility Aids, etc.)
- Lap Belts, Etc.
- Oversized Wheelchairs (see chapter 6)

#### Supervised Behind the Wheel Training

- On the Road Training

#### Other

- Checking IDs
- No Show Procedures
- 60 Minute Drug/Alcohol Training

## **2. Pace's Paratransit Drivers Training Program**

The contractor will provide all training necessary to assure safe operations by drivers. In specific situations, Pace may also require paratransit drivers to participate in Pace's Paratransit Drivers Training program. Pace's Paratransit Drivers Training Program is offered monthly and is intended to supplement training provided by the contractor. It is not designed to replace contractor training. Every effort will be made to schedule drivers for training at the convenience of the driver and the contractor. However, it may be necessary to require a driver to attend a specific session.

Drivers required to participate in Pace's Drivers Training Program who consistently are unable to attend may be prohibited from operating a vehicle in Pace-funded paratransit service until the Drivers Training Program has been successfully completed. Drivers who attend the Drivers Training Program and do not meet Pace standards will be prohibited from driving.

## **C. DRUG/ALCOHOL TESTING**

### **1. Pace Drug and Alcohol Policy**

Projects must maintain a current copy of Pace's Drug and Alcohol Policy and Testing Program in Appendix A of this Manual. Projects must have an official drug and alcohol policy which includes the requirements, procedures, and standards contained in Pace's Drug and Alcohol Policy and Testing Program.

The following sections summarize information contained in Pace's Drug and Alcohol Policy and Testing Program. This summary is not intended to replace Pace's Drug and Alcohol Policy and Testing Program but is provided to familiarize the Contractor with key elements of the policy.

Pace requires testing for paratransit drivers and persons holding other safety sensitive positions in the following circumstances:

- Pre-employment.
- Post-accident.
- Random.
- Reasonable suspicion.
- Return to Duty/Follow-up
- Biennially.

## **2. Pre-employment Drug Testing**

In accordance with the Federal Transit Administration (FTA) Drug and Alcohol Testing Regulations, contractors must perform a NIDA-5 Pre-employment drug test and received a verified negative test result before allowing an employee to perform safety sensitive duties for the first time. Employees, applicants, and transferees who refuse to submit to pre-employment drug testing may not perform in a safety sensitive position. The following individuals must undergo a NIDA-5 Pre-employment drug test:

- All Applicants for safety sensitive positions
- All transferees into safety sensitive positions
- Any safety sensitive employee who has not performed safety sensitive duties for 90 consecutive calendar days, regardless of the reason, and the individual was not in the random pool.
- Any applicant for a safety sensitive position who was tested more than 90 days before they performed safety sensitive duties.

In addition to performing a Pre-employment drug test, contractors must obtain written consent from applicants to request their drug and alcohol testing information from previous DOT regulated employers that had employed the individual within the previous 2 years. Contractors must obtain this information from the previous employer and review it for DOT rule violations before allowing the employee to perform safety sensitive duties for the first time. Contractors must also ask applicants whether he/she has tested positive or refused to test on any pre-employment drug or alcohol test within the last two years. Contractors must obtain this information in writing. (Refer to DOT regulations 49 CFR Part 40 for procedures on employees and applicants with DOT rule violations.)

### 3. Post-Accident Drug and Alcohol Testing

All safety sensitive employees involved in an accident shall undergo **NIDA-5** drug testing and breath alcohol testing if any of the following conditions are met:

- An individual die;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident and if the employee cannot be discounted as a contributing factor to the accident; or
- Any vehicle involved incurs disabling damage and is transported away from the scene by a tow truck or other vehicle and if the employee cannot be discounted as a contributing factor to the accident.

Any other safety sensitive employee (e.g., mechanic, dispatcher, etc.) whose performance could have contributed to the accident or incident must also be tested for drugs and alcohol. This will be determined by the project manager/supervisor, using the best information available at the time of the accident or incident. Pace's Drug and Alcohol Policy and Testing Program in the Appendix of this Manual provides specific information on post accident drug and alcohol testing.

If safety sensitive employees must be tested for drugs and alcohol, they may not operate, dispatch, or perform maintenance on any vehicle in paratransit service until Pace has been notified of the drug/alcohol test results and has authorized the individual to resume safety sensitive functions. Refusal to sign the necessary forms for drug/alcohol testing or refusal to be tested will result in the employee being prohibited from performing safety sensitive functions.

*Note:* The employee **must be accompanied** to the testing facility by a supervisor, trainer, or other staff person.

### 4. Random Drug and Alcohol Testing

All safety sensitive employees are required to submit to random **NIDA-5** drug testing and/or breath alcohol testing. Contractors are to ensure that at least the percentage required by FTA of the total number of safety sensitive employees providing Pace service are randomly selected for drug and alcohol testing each year. Projects may participate in Pace's random drug and alcohol testing pool, or in an approved consortium pool. Random drug and alcohol test must be unannounced and unpredictable, and the dates for administering random test must be spread reasonably throughout the year. Random test must be conducted at all times of the day when safety sensitive functions are performed. Pace's Drug and Alcohol Policy and Testing Program in the Appendix of this Manual provides specific information on random drug and/or alcohol testing.

For projects participating in Pace's random drug and alcohol testing pool or an approved consortium pool, the above percentages do not apply. The designated contact person at these projects will be notified when safety sensitive employees have been selected for random testing.

### 5. Drug and Alcohol Testing for Reasonable Suspicion

Safety sensitive employees will be required to submit to **NIDA-5** drug testing and/or breath alcohol testing when observation of an employee indicates the possibility that the employee may be reporting for work or working under the influence of drugs or alcohol. Requests for employees to undergo reasonable suspicion tests will be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the person to whom the request is directed. Supervisors who are in a position to make this determination must receive a minimum 2 hours training in the facts, circumstances, physical evidence, physical signs and symptoms, and patterns of performance and/or behavior associated with drug use and alcohol misuse.



Each contractor must have an individual trained and available to perform reasonable suspicion evaluations at all times of the day when safety sensitive functions are performed.

Safety sensitive employees who are tested for drugs and alcohol as a result of reasonable suspicion may not operate, dispatch, or perform maintenance on any vehicle in paratransit service until Pace has received a Pace Report Form of Compliance with Drug/Alcohol Testing Requirements and has authorized the individual to resume safety sensitive functions. Refusal to sign the necessary forms for drug/alcohol testing or refusal to be tested will result in the employee being prohibited from performing safety sensitive functions.

*Note:* The employee must be accompanied to the testing facility by a supervisor, trainer, or other staff person.

### **6. DOT Return to Duty/Follow-up Drug and Alcohol Testing**

Before any employee is allowed to return to duty to perform a safety sensitive function following a verified positive drug test result, an alcohol test result of 0.04 or greater, or a refusal to submit to a test, the employee will be required to:

- Be evaluated by a Substance Abuse Professional (SAP) to determine whether the employee has followed the recommendations for action by the SAP, including participation in any rehabilitation program. Specific information regarding Substance Abuse Professional Evaluations is contained in Pace's Drug and Alcohol Policy and Testing Program.
- Pass a return to duty drug and alcohol test. The employee must have a verified negative drug test result and alcohol test result of less than 0.02 to return to duty to perform a safety sensitive function.
- An employee who is allowed to return to duty to perform a safety sensitive function following a verified positive drug test result, an alcohol test result of 0.04 or greater, or a refusal to submit to a test will be subject to unannounced follow-up testing for at least twelve (12), but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP but will be subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty.

Follow-up drug testing is separate from and in addition to Pace's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result, the employee is tested twice in the same month, week, or day.

### **7. Non-DOT Return to Duty Following a Leave of Absence of More Than 30 Days**

If a safety sensitive employee is absent from work for a period of more than 30 consecutive days, a 10 panel drug test is required prior to resuming safety sensitive duties in accordance with Pace requirements.

### **8. Biennial Drug Testing**

All operators and employees in safety sensitive positions, as part of the routine biennial recertification, shall undergo 10 panel drug testing. Alcohol testing is not required as part of the biennial recertification. If the initial drug screen result is positive, the result may be confirmed by a second, more sophisticated laboratory method on the same specimen, at the discretion of the project. If there is evidence of any drug other than supported prescribed drugs, the employee will be removed from performing in Pace service.

If an employee fails to provide an authentic urine specimen at the time of examination or to sign the necessary consent for drug testing with authorization to release the test results to the project, the employee may not perform in a safety sensitive position.

## 9. Drug and Alcohol Testing Guidelines

- (a) Contractors must make arrangements with a medical facility to have testing done.
- (b) Only tests which screen for the **five drugs (NIDA-5) and/or alcohol** (Ethanol) are acceptable for pre-employment, post-accident, random, and reasonable suspicion testing. Any employee testing positive for drugs or ethanol may not operate, dispatch, or maintain a vehicle in Pace service, or operate a Pace owned vehicle.
- (c) Only tests which screen for the **ten drugs (10 panel)** are acceptable for biennial recertification. Any employee testing positive for drugs may not operate, dispatch, or maintain a vehicle in Pace service, or operate a Pace owned vehicle.
- (d) Any employee testing positive for drugs may request that a confirmatory test (split sampling analysis) be conducted using samples obtained from the initial test. Pace recommends the use of confirmatory tests. However, if the employee tests positive on the initial test and does not request a confirmatory test, Pace will require that the employee be removed from Pace service.

**Note:** If an employee tests positive on the initial test, the employee must be removed from Pace service pending the results of the confirmatory test.

- (e) Whenever notified by a Medical Review Officer (MRO) of a positive test result, either initial or confirmatory, immediately notify the Pace's Compliance Department. Pace's Compliance Department email address is [compliance@pacebus.com](mailto:compliance@pacebus.com). A copy of the Pace Report form of Positive Drug and Alcohol Test is included in this chapter.
- (f) Test cut-off levels for the five (NIDA-5) required drugs and the ten (10-panel) required drugs are contained in Pace's Drug and Alcohol Policy and Testing Program.
- (g) Once testing is completed and a confirmed negative result is received, fill out the Pace Report Form of Compliance with Drug/Alcohol Testing Requirements and submit it to Pace's Compliance Department. A copy of the Pace Report Form of Compliance with Drug/Alcohol Testing Requirements is included in this chapter.

## 10. Reporting Requirements

In compliance with Federal Transit Administration (FTA) requirements regarding drug and alcohol testing, several reports must be submitted to the FTA by Pace on a recurring basis. Contractors must track the number and type of all drug and alcohol tests, as well as the reasons for testing (e.g., pre-employment, post accident, random, etc.). Pace will provide each contractor with specific forms and instructions for the annual reporting of this information.

Pace will submit the annual report to FTA on behalf of the Paratransit contractors.

### D. PACE FORMS AND INSTRUCTIONS

1. Employee Information Form
2. Employee Separation Form
3. U.S. Dot Physical Form (Sample)
4. Pace Report Form of Compliance With Drug/Alcohol Testing Requirements





Paratransit Division

1. Personnel Standards and Requirements

5. Pace Report Form of Positive Drug And Alcohol Test
6. Pace Driver Training Checklist
7. Dispatcher Training Checklist
8. Call Taker Training Checklist
9. Notice of Moving Violation Form



### CONTRACTOR EMPLOYEE INFORMATION

NEW APPLICANT (date of hire): \_\_\_\_\_

CHANGE OF INFORMATION (explain): \_\_\_\_\_

RESIGNATION/TERMINATION (date of resignation/termination): \_\_\_\_\_

ELIGIBLE TO DRIVE IN PACE SERVICE:  YES  NO

Name: \_\_\_\_\_ Gender: \_\_\_\_\_ Badge #: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Paratransit Project: \_\_\_\_\_

Position: \_\_\_\_\_ Safety Sensitive:  YES  NO

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State D/L Issued: \_\_\_\_\_ Class: \_\_\_\_\_

CDL:  YES  NO Endorsement: \_\_\_\_\_ Restrictions: \_\_\_\_\_

D/L Expiration Date: \_\_\_\_\_ Number of Years with U.S. D/L: \_\_\_\_\_

MVR Check: \_\_\_\_\_ Date of Background Check: \_\_\_\_\_

Previously drove in Pace service:  NO  YES (if yes, provide Agency/Municipality/Company below)

\_\_\_\_\_

Date of Substance Abuse Training: \_\_\_\_\_  1-hour (Driver)  2-hour (Supervisor)

Date of Sensitivity Training: \_\_\_\_\_

Date of Pre-Employment (NIDA 5-panel Drug Test): \_\_\_\_\_

(Please include the Pace Drug & Alcohol Compliance Form)

Results:  NEGATIVE  POSITIVE

Date of D.O.T. Medical Examiner Certificate: \_\_\_\_\_

Expiration Date of D.O.T. Physical: \_\_\_\_\_

Transportation Coordinator (Print Name): \_\_\_\_\_

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_



## 1. Employee Information & Employee Separation Forms and Instructions

The Pace Report Form for Employees of Paratransit Projects - Employee Information must be submitted for anyone who works in any capacity for the Paratransit project. This form must be submitted for full time employees, part time employees, and volunteer employees. This includes drivers, project supervisors, mechanics, bus janitors, and any other employees who are involved in the operation of the Paratransit project.

The Pace Report Form for Employees of Paratransit Projects - Employee Information must also be submitted to notify Pace of changes in an employee's status.

Submit a Pace Report Form for Employees of Paratransit Projects - Employee Information to Pace to provide the following information:

- New Employees.
- Change of employees' address or telephone number.
- Change of position, or full-time/part-time status.
- Change of driver's license class or new expiration date.

The Pace Report Form for Employees of Paratransit Projects – Employee Separation must be submitted whenever a employees resigns or is terminated.

Email the completed Pace Report Form for Employees of Paratransit Projects - Employee Information to:

[Compliance@pacebus.com](mailto:Compliance@pacebus.com)



Paratransit Division

**Employee Separation Form**

Division/Property/Company: \_\_\_\_\_

Name: \_\_\_\_\_ Badge#: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Termination: \_\_\_\_\_

Reason for Separation:

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Eligible For Re-hire

Not Eligible for Re-hire



## 2. U.S. DOT Physical Examination Instructions and Sample Form

The U.S. DOT physical examination must be successfully passed in both of the following circumstances:

- Driver applicants and any other employee who may drive a paratransit vehicle at any time must successfully pass the U.S. DOT physical examination prior to beginning work.
- Drivers on staff and any other employee on staff who may drive a paratransit vehicle at any time must be recertified by successfully passing the U.S. DOT physical examination every other year.

The examination facility will provide the U.S. DOT Physical Examination Form. The physician must date and sign his findings upon completion of the examination.

Only applicants who successfully pass the physical examination and meet the other employee information requirements may operate a paratransit vehicle in any capacity. Employees must successfully pass the physical examination on a biennial basis in order to operate a paratransit vehicle in any capacity. Individuals who do not pass the U.S. DOT Physical examination are prohibited from operating a Pace vehicle or any vehicle in Pace service until corrective action has been taken and the individual receives a Medical Examiner's Certificate.

Upon successfully completing the U.S. DOT Physical Examination, the driver or applicant will be issued a Medical Examiner's Certificate.

Email a copy of the Medical Examiner's Certificate to:

**[Pace.Compliance@pacebus.com](mailto:Pace.Compliance@pacebus.com)**

**DO NOT SUBMIT THE U.S. DOT PHYSICAL EXAMINATION FORM TO PACE.**

### Medical Examination Report FOR COMMERCIAL DRIVER FITNESS DETERMINATION

649-F (6045)

1. DRIVER'S INFORMATION							
Driver's Name (Last, First, Middle)		Social Security No.	Birthdate M/D/Y	Age	Sex <input type="checkbox"/> M <input type="checkbox"/> F	New Certification Re-certification <input type="checkbox"/> Follow-up <input type="checkbox"/>	Date of Exam
Address	City, State, Zip Code	Work Tel: ( )	Home Tel: ( )	Driver License No.	License Class <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> Other	State of Issue	

2. HEALTH HISTORY																																																																																
Driver completes this section, but medical examiner is encouraged to discuss with driver.																																																																																
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For any YES answer, indicate onset date, diagnosis, treating physician's name and address, and any current limitation. List all medications (including over-the-counter medication(s) used regularly or recently).

I certify that the above information is complete and true. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certificate.

Driver's Signature \_\_\_\_\_

Date \_\_\_\_\_

Medical Examiner's Comments on Health History (The medical examiner must review and discuss with the driver any "yes" answers and potential hazards of medications, including over-the-counter medications, while driving. This discussion must be documented below.)

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**TESTING (Medical Examiner completes Section 3 through 7)** Name: Last, First, Middle.

**3. VISION** Standard: At least 20/40 acuity (Snellen) in each eye with or without correction. At least 70 degrees peripheral in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

**INSTRUCTIONS:** When other than the Snellen chart is used, give test results in Snellen-comparable values. In recording distance vision, use 20 feet as normal. Report visual acuity as a ratio with 20 as numerator and the smallest type read at 20 feet as denominator. If the applicant wears corrective lenses, these should be worn while visual acuity is being tested. If the driver habitually wears contact lenses, or intends to do so while driving, sufficient evidence of good tolerance and adaptation to their use must be obvious. **Monocular drivers are not qualified.**

**Numerical readings must be provided.**

ACUITY	UNCORRECTED	CORRECTED	HORIZONTAL FIELD OF VISION
Right Eye	20/	20/	Right Eye ○
Left Eye	20/	20/	Left Eye ○
Both Eyes	20/	20/	

Applicant can recognize and distinguish among traffic control signals and devices showing standard red, green, and amber colors?  Yes  No

Applicant meets visual acuity requirement only when wearing:  
 Corrective Lenses

Monocular Vision:  Yes  No

Complete next line only if vision testing is done by an optalmologist or optometrist.

Date of Examination \_\_\_\_\_ Name of Ophthalmologist or Optometrist (print) \_\_\_\_\_ TEL No. \_\_\_\_\_ License No./ State of Issue \_\_\_\_\_ Signature \_\_\_\_\_

**4. HEARING** Standard: a) Must first perceive forced whispered voice > 5 ft, with or without hearing aid, or b) average hearing loss in better ear ≤ 40 dB

Check if hearing aid used for tests.  Check if hearing aid required to meet standard.

**INSTRUCTIONS:** To convert audiometric test results from ISO to ANSI, -14 dB from ISO for 500 Hz, -10 dB for 1,000 Hz, -8.5 dB for 2000 Hz. To average, add the readings for 3 frequencies tested and divide by 3.

**Numerical readings must be recorded.**

a) Record distance from individual at which forced whispered voice can first be heard.

	Right Ear	Left Ear
500 Hz		
1000 Hz		
2000 Hz		
Average:		

**5. BLOOD PRESSURE/PULSE RATE** Numerical readings must be recorded. Medical Examiner should take at least two readings to confirm BP.

Blood Pressure	Systolic	Diastolic	Reading	Category	Expiration Date	Recertification
Driver qualified if ≤140/90.			140-159/90-99	Stage 1	1 year	1 year if ≤140/90. One-time certificate for 3 months if 141-159/91-99.
Pulse Rate: <input type="checkbox"/> Regular <input type="checkbox"/> Irregular			160-179/100-109	Stage 2	One-time certificate for 3 months.	1 year from date of exam if ≤140/90
Record Pulse Rate: _____			≥180/110	Stage 3	6 months from date of exam if ≤140/90	6 months if ≤ 140/90

**6. LABORATORY AND OTHER TEST FINDINGS** Numerical readings must be recorded.

Urinalysis is required. Protein, blood or sugar in the urine may be an indication for further testing to rule out any underlying medical problem. Other Testing (Describe and record) \_\_\_\_\_

URINE SPECIMEN	SP. GR.	PROTEIN	BLOOD	SUGAR

**7. PHYSICAL EXAMINATION**

Height: \_\_\_\_\_ (in.) Weight: \_\_\_\_\_ (lbs.)

Name: Last,

First,

Middle,

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen or is readily amenable to treatment. Even if a condition does not disqualify a driver, the medical examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible particularly if the condition, if neglected, could result in more serious illness that might affect driving.

Check YES if there are any abnormalities. Check NO if the body system is normal. Discuss any YES answers in detail in the space below, and indicate whether it would affect the driver's ability to operate a commercial motor vehicle safely. Enter appropriate item number before each comment. If organic disease is present, note that it has been compensated for. See *Instructions to the Medical Examiner* for guidance.

BODY SYSTEM		CHECK FOR:	YES*	NO	BODY SYSTEM		CHECK FOR:	YES*	NO
1. General Appearance		Marked overweight, tremor, signs of alcoholism, problem drinking, or drug abuse.			7. Abdomen and Viscera		Enlarged liver, enlarged spleen, masses, bruits, hernia, significant abdominal wall muscle weakness.		
2. Eyes		Pupillary equality, reaction (light, accommodation), ocular motility, ocular muscle innervation, extraocular movement, nystagmus, exophthalmos. Ask about retinopathy, cataracts, aphakia, glaucoma, macular degeneration and refer to a specialist if appropriate.			8. Vascular System		Abnormal pulse and amplitude, carotid or arterial bruits, varicose veins.		
3. Ears		Scarring of tympanic membrane, occlusion of external canal, perforated eardrums.			9. Genito-urinary System		Hernias.		
4. Mouth and Throat		Irreparable deformities likely to interfere with breathing or swallowing.			10. Extremities- Limb		Loss or impairment of leg, foot, toe, arm, hand, finger, perceptible limp, deformities, atrophy, weakness, paralysis, clubbing, edema, hypotonia. Insufficient grasp and prehension in upper limb to maintain steering wheel grip. Insufficient mobility and strength in lower limb to operate pedals properly.		
5. Heart		Murmurs, extra sounds, enlarged heart, pacemaker, implantable defibrillator.			11. Spine, other musculoskeletal		Previous surgery, deformities, limitation of motion, tenderness.		
6. Lungs and chest, not including breast examination		Abnormal chest wall expansion, abnormal respiratory rate, abnormal breath sounds including wheezes or atelectatic, impaired respiratory function, cyanosis. Abnormal findings on physical exam may require further testing such as pulmonary tests and/ or xray of chest.			12. Neurological		Impaired equilibrium, coordination or speech pattern; asymmetric deep tendon reflexes, sensory or positional abnormalities, abnormal patellar and Babinski reflexes, ataxia.		

**\*COMMENTS:**

Note certification status here. See Instructions to the Medical Examiner for guidance.

- Meets standards in 49 CFR 391.41; qualifies for 2 year certificate  
 Does not meet standards  
 Meets standards, but periodic monitoring required due to  
 Driver qualified only for:  3 months  6 months  1 year  Other

Temporarily disqualified due to (condition or medication): \_\_\_\_\_

Return to medical examiner's office for follow up on \_\_\_\_\_

If meets standards, complete a Medical Examiner's Certificate as stated in 49 CFR 391.43(f). (Driver must carry certificate when operating a commercial vehicle.)

- Wearing corrective lenses  
 Wearing hearing aid  
 Accompanied by a \_\_\_\_\_ waiver/ exemption. Driver must present exemption at time of certification.

- Skill Performance Evaluation (SPE) Certificate  
 Driving within an exempt intracity zone (See 49 CFR 391.62)  
 Qualified by operation of 49 CFR 391.64

Medical Examiner's signature \_\_\_\_\_

 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_



### 49 CFR 391.41 Physical Qualifications for Drivers

#### THE DRIVER'S ROLE

Responsibilities, work schedules, physical and emotional demands, and lifestyles among commercial drivers vary by the type of driving that they do. Some of the main types of drivers include the following: turn around or short relay (drivers return to their home base each evening); long relay (drivers drive 9-11 hours and then have at least a 10-hour off-duty period); straight through haul (cross country drivers); and team drivers (drivers share the driving by alternating their 5-hour driving periods and 5-hour rest periods.)

The following factors may be involved in a driver's performance of duties: abrupt schedule changes and rotating work schedules, which may result in irregular sleep patterns and a driver beginning a trip in a fatigued condition; long hours; extended time away from family and friends, which may result in lack of social support; tight pickup and delivery schedules, with irregularity in work, rest, and eating patterns; adverse road, weather and traffic conditions, which may cause delays and lead to hurriedly loading or unloading cargo in order to compensate for the lost time; and environmental conditions such as excessive vibration, noise, and extremes in temperature. Transporting passengers or hazardous materials may add to the demands on the commercial driver.

The driver is responsible and needs to be fit. Some of these responsibilities are: coupling and uncoupling trailer(s) from the tractor, loading and unloading trailer(s) (sometimes a driver may fit a heavy load or unload as much as 50,000 lbs. of freight after sitting for a long period of time without any stretching period); inspecting the operating condition of tractor and/or trailer(s) before, during and after delivery of cargo; lifting, installing, and removing heavy tire chains; and, lifting heavy tarpaulins to cover open top trailers. The above tasks demand agility, the ability to bend and stoop, the ability to maintain a crouching position to inspect the underside of the vehicle, frequent entering and exiting of the cab, and the ability to climb ladders on the tractor and/or trailer(s). In addition, a driver must have the perceptual skills to monitor a sometimes complex driving situation, the judgment skills to make quick decisions, when necessary, and the manipulative skills to control an oversize steering wheel, shift gears using a manual transmission, and maneuver a vehicle in crowded areas.

#### \$391.45 PHYSICAL QUALIFICATIONS FOR DRIVERS

(a) A person shall not drive a commercial motor vehicle unless he is physically qualified to do so and, except as provided in §391.67, has on his person the original, or a photographic copy, of a medical examiner's certificate that he is physically qualified to drive a commercial motor vehicle.

(b) A person is physically qualified to drive a motor vehicle if that person:

(1) Has no loss of a foot, a leg, a hand, or an arm, or has been granted a Skill Performance Evaluation (SPE) Certificate (formerly Limb Waiver Program) pursuant to §391.49.

(2) Has no impairment of: (i) A hand or finger which interferes with prehension or power grasping; or (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or has been granted a SPE Certificate pursuant to §391.49.

(3) Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control.

(4) Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure.

(5) Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with his ability to control and drive a commercial motor vehicle safely.

(6) Has no current clinical diagnosis of high blood pressure likely to interfere with his ability to operate a commercial motor vehicle safely.

(7) Has no established medical history, or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease which interferes with his ability to control and operate a commercial motor vehicle safely.

(8) Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a commercial motor vehicle.

(9) Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his ability to drive a commercial motor vehicle safely.

(10) Has distant visual acuity of at least 20/40 (Snellen) in each eye without corrective lenses; or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses; distant binocular acuity of at least 20/24 (Snellen) in both eyes with or without corrective lenses; field of vision of at least 70 degrees in the horizontal meridian in each eye; and the ability to recognize the colors of traffic signals and devices showing standard red, green and amber.

(11) First perceives a forced whispered voice in the better ear not less than 5 feet with or without the use of a hearing aid, or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz and 2,000 Hz with or without a hearing device when the audiometric device is calibrated to the American National Standard (formerly ASA Standard) Z24.5-1951.

(12) (i) Does not use a controlled substance identified in 21 CFR 1308.11 Schedule I, an amphetamine, a narcotic, or any other habit-forming drug. (ii) Exception: A driver may use such a substance or drug, if the substance or drug is prescribed by a licensed medical practitioner who: (A) Is familiar with the driver's medical history and assigned duties; and (B) Has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle; and

(13) Has no current clinical diagnosis of alcoholism.

**INSTRUCTIONS TO THE MEDICAL EXAMINER**

**General Information**

The purpose of this examination is to determine a driver's physical qualification to operate a commercial motor vehicle (CMV) in interstate commerce according to the requirements in 49 CFR 391.41-49. Therefore, the medical examiner must be knowledgeable of these requirements and guidelines developed by the FMCSA to assist the medical examiner in making the qualification determination. The medical examiner should be familiar with the driver's responsibilities and work environment and is referred to the section on the form, **The Driver's Role**.

In addition to reviewing the **Health History** section with the driver and conducting the physical examination, the medical examiner should discuss common prescriptions and over-the-counter medications relative to the side effects and hazards of these medications while driving. Educate the driver to read warning labels on all medications. History of certain conditions may be cause for rejection, particularly if required by regulation, or may indicate the need for additional laboratory tests or more stringent examination perhaps by a medical specialist. These decisions are usually made by the medical examiner in light of the driver's job responsibilities, work schedule and potential for the conditions to render the driver unsafe.

Medical conditions should be recorded even if they are not cause for denial, and they should be discussed with the driver to encourage appropriate remedial care. This advice is especially needed when a condition, if neglected, could develop into a serious illness that could affect driving.

If the medical examiner determines that the driver is fit to drive and is also able to perform non-driving responsibilities as may be required, the medical examiner signs the medical certificate which the driver must carry with his/her license. The certificate must be dated. **Under current regulations, the certificate is valid for two years, unless the driver has a more frequent monitoring.** In such situations, the medical certificate should be issued for a shorter length of time. The physical examination should be done carefully and at least as complete as is indicated by the attached form. Contact the FMCSA at (202) 366-1790 for further information (a vision exemption, qualifying drivers under 49 CFR 391.64, etc.)

**Interpretation of Medical Standards**

Since the issuance of the regulations for physical qualifications of commercial drivers, the Federal Motor Carrier Safety Administration (FMCSA) has published recommendations called Advisory Criteria to help medical examiners in determining whether a driver meets the physical qualifications for commercial driving. These recommendations have been condensed to provide information to medical examiners that (1) is directly relevant to the physical examination and (2) is not already included in the medical examination form. The specific regulation is printed in italics and its reference by section is highlighted.

**Federal Motor Carrier Safety Regulations  
-Advisory Criteria-**

**Loss of Limb:**  
§391.41(b)(1)  
A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no loss of a foot, leg, hand or an arm, or has been granted a Skill Performance Evaluation (SPE) Certificate pursuant to Section 391.49.*

**Limb Impairment:**

§391.41(b)(2)  
A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no impairment of: (i) A hand or finger which interferes with prevention or power grasping; or (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or (iii) Any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or (iv) Has been granted a Skill Performance Evaluation (SPE) Certificate pursuant to Section 391.49.*

*A person who suffers loss of a foot, leg, hand or arm or performance of normal tasks associated with operating a commercial motor vehicle is subject to the Skill Performance Evaluation Certificate program pursuant to section 391.49, assuming the person is otherwise qualified.*

With the advancement of technology, medical aids and equipment modifications have been developed to compensate for certain disabilities. The SPE Certificate Program (formerly the Limb Waiver Program) was designed to allow persons with the loss of a foot or limb or with functional impairment to qualify under the Federal Motor Carrier Safety Regulations (FMCSRs) by use of prosthetic devices or equipment modifications which enable them to safely operate a commercial motor vehicle. Since there are no medical aids equivalent to the original body or limb, certain risks are still present, and thus restrictions may be indicated on individual SPE certificates when a State Director for the FMCSA determines they are necessary to be consistent with safety and public interest.

If the driver is found otherwise medically qualified, §391.41(b)(3) through (13), the medical examiner must check on the medical certificate that the driver is qualified only if accompanied by a SPE certificate. The driver and the employing motor carrier are subject to appropriate penalty if the driver operates a motor vehicle in interstate or foreign commerce without a current SPE certificate for his/her physical disability.

**Diabetes:**

§391.41(b)(3)  
A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control. Diabetes mellitus is a disease which, on occasion, can result in a loss of consciousness or disorientation in time and space. Individuals who require insulin for control have conditions which can get out of control by the use of too much or too little insulin, or food intake not consistent with the insulin dosage. Incapacitation may occur from symptoms of hypoglycemia or hypoglycemic reactions (drowsiness, semiconsciousness, diabetic coma or insulin shock).*

The administration of insulin is, within itself, a complicated process requiring insulin, syringe, needle, alcohol sponge and a sterile technique. Factors related to long-haul commercial motor vehicle operators, such as fatigue, lack of sleep, poor diet, emotional conditions, stress, and concomitant illness, compound the dangers. The FMCSA has consistently held that a diabetic who uses insulin for control does not meet the minimum physical requirements of the FMCSRs.

Hypoglycemic drugs, taken orally, are sometimes prescribed for diabetic individuals to help stimulate natural body production of insulin. If the condition can be controlled by the use of oral medication and diet, then an individual may be qualified under the present rule. CMV drivers who do not meet the Federal diabetes standard may call (202) 366-1790 for an application for a diabetes exemption.

(See *Consensus Report on Diabetic Disorders and Commercial Drivers and Insulin-Using Commercial Motor Vehicle Drivers* at <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Cardiovascular Condition**

§391.41(b)(4)  
A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse or congestive cardiac failure.*

The term "has no current clinical diagnosis of" is specifically designed to encompass: "a clinical diagnosis of (1) a current cardiovascular condition, or (2) a cardiovascular condition which has not fully stabilized regardless of the time limit. The term "known to be

accompanied by" is designed to include a clinical diagnosis of a cardiovascular disease (1) which is accompanied by symptoms of syncope, dyspnea, collapse or congestive cardiac failure; and/or (2) which is likely to cause syncope, dyspnea, collapse or congestive cardiac failure.

It is the intent of the FMCSRs to render unqualified, a driver who has a current cardiovascular disease which is accompanied by and/or likely to cause symptoms of syncope, dyspnea, collapse, or congestive cardiac failure. However, the subjective decision of whether the nature and severity of an individual's condition will likely cause symptoms of cardiovascular insufficiency is on an individual basis and qualification rests with the medical examiner and the motor carrier. In those cases where there is an occurrence of cardiovascular insufficiency (myocardial infarction, thrombosis, etc.), it is suggested before a driver is certified that he or she have a normal resting atrial stress electrocardiogram (ECG), no residual complications, and no physical limitations, and is taking no medication likely to interfere with safe driving.

Coronary artery bypass surgery and pacemaker implantation are remedial procedures and thus, not disqualifying. Implantable cardioverter defibrillators are a medical treatment which can improve the health and safety of the driver and should not, by its use, medically disqualify the commercial driver. The emphasis should be on the underlying medical condition(s) which require treatment and the general health of the driver. The FMCSA should be contacted at (202) 366-1790 for additional recommendations regarding the physical qualification of drivers on countrain.

(See Cardiovascular Advisory Panel Guidelines for the Medical Examination of Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Respiratory Dysfunction**

**§391.41(b)(5)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with ability to control and drive a commercial motor vehicle safely.

Since a driver must be alert at all times, any change in his or her mental state is in direct conflict with highway safety. Even the slightest impairment in respiratory function under emergency conditions (when greater oxygen supply is necessary for performance) may be detrimental to safe driving.

There are many conditions that interfere with oxygen exchange and may result in incapacitation, including emphysema, chronic asthma, carcinoma, tuberculosis, chronic bronchitis and sleep apnea. If the medical examiner detects a respiratory dysfunction, that in any way is likely to interfere with the driver's ability to safely control and drive a commercial motor vehicle, the driver must be referred to a specialist for further evaluation and therapy. Anticoagulation therapy for deep vein thrombosis and/or pulmonary thromboembolism is not unqualifying once optimum dose is achieved, provided lower extremity venous examinations remain normal and the treating physician gives a favorable recommendation.

(See Conference on Pulmonary/Respiratory Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Hypertension**

**§391.41(b)(6)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has no current clinical diagnosis of high blood pressure likely to interfere with ability to operate a commercial motor vehicle safely.

Hypertension alone is unlikely to cause sudden collapse; however, the likelihood increases when target organ damage, particularly cerebral vascular disease, is present. This regulatory criteria is based on FMCSA's Cardiovascular Advisory Guidelines for the Examination of CMV Drivers, which used the Sixth Report of the Joint National Committee on Detection, Evaluation, and Treatment of High Blood Pressure (1997).

Stage 1 hypertension corresponds to a systolic BP of 140-159 mmHg and/or a diastolic BP of 90-99 mmHg. The driver with a BP in this range is at low risk for hypertension-related acute incapacitation and may be medically certified to drive for a one-year period. Certification examinations should be done annually thereafter and should be at or less than 140/90. If less than 160/100, certification may be extended one time for 3 months.

A blood pressure of 160-179 systolic and/or 100-109 diastolic is considered Stage 2 hypertension, and the driver is not necessarily unqualified during evaluation and institution of treatment. The driver is given one time certification of three months to reduce his or her blood pressure to less than or equal to 140/90. A blood pressure in this range is an absolute indication for antihypertensive drug therapy. Provided treatment is well tolerated and the driver demonstrates a BP value of 140/90 or less, the driver may be certified for one year from date of the initial exam.

The driver is certified annually thereafter. A blood pressure at or greater than 180 (systolic) and 110 (diastolic) is considered Stage 3, high risk for an acute BP-related event. The driver may not be qualified, even temporarily, until reduced to 140/90 or less and treatment is well tolerated. The driver may be certified for 6 months and biannually (every 6 months) thereafter if at recheck BP is 140/80 or less.

Annual recertification is recommended if the medical examiner does not know the severity of hypertension prior to treatment. An elevated blood pressure finding should be confirmed by at least two subsequent measurements on different days.

Treatment includes nonpharmacologic and pharmacologic modalities as well as counseling to reduce other risk factors. Most antihypertensive medications also have side effects, the importance of which must be judged on an individual basis. Individuals must be alerted to the hazards of these medications while driving. Side effects of somnolence or syncope are particularly undesirable in commercial drivers.

Secondary hypertension is based on the above stages. Evaluation is warranted if patient is persistently hypertensive

on maximal or near-maximal doses of 2-3 pharmacologic agents. Some causes of secondary hypertension may be amenable to surgical intervention or specific pharmacologic disease. (See Cardiovascular Advisory Panel Guidelines for the Medical Examination of Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Rheumatic, Arthritic, Orthopedic, Muscular, Neuromuscular or Vascular Disease §391.41(b)(7)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular or vascular disease which interferes with the ability to control and operate a commercial motor vehicle safely.

Certain diseases are known to have acute episodes of transient muscle weakness, poor muscular coordination (ataxia), abnormal sensations (paresthesia), decreased muscular tone (hypotonia), visual disturbances and pain which may be suddenly incapacitating. With each recurring episode, these symptoms may become more pronounced and remain for longer periods of time. Other diseases have more insidious onsets and display symptoms of muscle wasting (atrophy), swelling and paresthesia which may not suddenly incapacitate a person but may restrict his/her movements and eventually interfere with the ability to safely operate a motor vehicle. In many instances these diseases are degenerative in nature or may result in deterioration of the involved area.

Once the individual has been diagnosed as having a rheumatic, arthritic, orthopedic, muscular, neuromuscular or vascular disease, then he/she has an established history of that disease. The physician, when examining an individual, should consider the following: (1) the nature and severity of the individual's condition (such as sensory loss or loss of strength); (2) the degree of limitation present (such as range of motion); (3) the likelihood of progressive limitation (not always present initially but may manifest itself over time); and (4) the likelihood of sudden incapacitation. If severe functional impairment exists, the driver does not qualify. In cases where more frequent monitoring is required, a certificate for a shorter period of time may be issued. (See Conference on Neurological Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Epilepsy**  
**§391.41(b)(8)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a motor vehicle.

Epilepsy is a chronic functional disease characterized by seizures or episodes that occur without warning, resulting in loss of voluntary control which may lead to loss of consciousness and/or seizures. Therefore, the following drivers cannot be qualified: (1) a driver who has a medical history of epilepsy; (2) a driver who has a current clinical diagnosis of epilepsy; or (3) a driver who is taking antiseizure medication.

If an individual has had a sudden episode of a nonepileptic seizure or loss of consciousness of unknown cause which did not require antiseizure medication, the decision as to whether that person's condition will likely cause loss of consciousness or loss of ability to control a motor vehicle is made on an individual basis by the medical examiner in consultation with the treating physician. Before certification is considered, it is suggested that a 6 month waiting period elapse from the time of the episode. Following the waiting period, it is suggested that the individual have a complete neurological examination. If the results of the examination are negative and antiseizure medication is not required, then the driver may be qualified.

In those individual cases where a driver has a seizure or an episode of loss of consciousness that resulted from a known medical condition (e.g., drug reaction, high temperature, acute infectious disease, dehydration or acute metabolic disturbance), certification should be deferred until the driver has fully recovered from that condition and has no existing residual complications, and not taking antiseizure medication.

Drivers with a history of epilepsy/seizures off antiseizure medication and seizure-free for 10 years may be qualified to drive a CMV in interstate commerce. Interstate drivers with a history of a single unprovoked seizure may be qualified to drive a CMV in interstate commerce if seizure-free and off antiseizure medication for a 5-year period or more.

(See Conference on Neurological Disorders and Commercial Drivers at:  
<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Mental Disorders**  
**§391.41(b)(9)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has no mental, nervous, organic or functional disease or psychiatric disorder likely to interfere with ability to drive a motor vehicle safely.

Emotional or adjustment problems contribute directly to an individual's level of memory, reasoning, attention, and judgment. These problems often underlie physical disorders. A variety of functional disorders can cause drowsiness, dizziness, confusion, weakness or paralysis that may lead to incoordination, inattention, loss of functional control and susceptibility to accidents while driving. Physical fatigue, headache, impaired coordination, recurring physical ailments and chronic "aching" pain may be present to such a degree that operating a commercial driving is inadvisable. Somatic and psychogenic complaints should be thoroughly examined when determining an individual's overall fitness to drive.

Disorders of a periodically incapacitating nature, even in the early stages of development, may warrant disqualification. Many bus and truck drivers have documented that "nervous fatigue" related to neurotic, personality, or emotional or adjustment problems is responsible for a significant fraction of their preventable accidents. The degree to which an individual is able to appreciate, evaluate and adequately respond to environmental stressors and emotional stressors is critical when assessing an individual's mental alertness and flexibility to cope with the stresses of commercial motor vehicle driving.

When examining the driver, it should be kept in mind that individuals who are under chronic emotional upset may have deeply ingrained maladaptive or erratic behavioral patterns. Excessively antagonistic, instinctive, impulsive, openly aggressive, paranoid or severely depressed behavior greatly interfere with the driver's ability to drive safely. Those individuals who are highly susceptible to frequent states of emotional instability (schizophrenia, affective psychoses, paranoia, anxiety or depressive neuroses) may warrant disqualification. Careful consideration should be given to the side effects and interactions of medications in the overall qualification determination. See Psychiatric Conference Report for specific recommendations on the use of medications and potential hazards for driving.

(See Conference on Psychiatric Disorders and Commercial Drivers at:  
<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Vision**  
**§391.41(b)(10)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has distant visual acuity of at least 20/40 (Snellen) in each eye with or without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses; distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses; field of vision of at least 70 degrees in the horizontal meridian in each eye; and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber.

The term "ability to recognize the colors of" is interpreted to mean if a person can recognize and distinguish among traffic control signals and devices showing standard red, green and amber, he or she meets the minimum standard, even though he or she may have some type of color perception deficiency. If certain color perception tests are administered (such as Ishihara, Pseudochromatic, Yam) and doubtful findings are discovered, a controlled test using signal red, green and amber may be employed to determine the driver's ability to recognize these colors.

Contact lenses are permissible if there is sufficient evidence to indicate that the driver has good tolerance and is well adapted to their use. Use of a contact lens in one eye for distance visual acuity and another lens in the other eye for vision is not acceptable, nor telescopic lenses acceptable for the driving of commercial motor vehicles.

If an individual meets the criteria by the use of glasses or contact lenses, the following statement shall appear on the Medical Examiner's Certificate: "Qualified only if wearing corrective lenses."  
CMV drivers who do not meet the Federal Vision standard may call (202) 366-1790 for an application for a vision exemption.

(See Vision Disorders and Commercial Drivers at:  
<http://www.fmcsa.dot.gov/rulesregs/medreports.htm>)

**Hearing**  
**§391.41(b)(11)**

A person is physically qualified to drive a commercial motor vehicle if that person:  
Has a person whose forced whispered voice in the better ear at not less than 5 feet with or without the use of a hearing aid, or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz, and 2,000 Hz with or without a hearing aid when the audiometric device is calibrated to American National Standard (formerly ADA Standard) Z24.5-1951.

Since the prescribed standard under the FMCSRs is the American Standards Association (ANSI), it may be necessary to convert the audiometric results from the ISO standard to the ANSI standard. Instructions are included on the Medical Examination report form.

If an individual meets the criteria by using a hearing aid, the driver must wear that hearing aid and have it in operation at all times while driving. Also, the driver must be in possession of a spare power source for the hearing aid.

For the whispered voice test, the individual should be stationed at least 5 feet from the examiner with the ear being tested turned toward the examiner. The other ear is covered. Using the breath which remains after a normal expiration, the examiner whispers words or random numbers such as 66, 18,

23, etc. The examiner should not use only sibilants (s sounding materials). The opposite ear should be tested in the same manner. If the individual fails the whispered voice test, the audiometric test should be administered.

If an individual meets the criteria by the use of a hearing aid, the following statement must appear on the Medical Examiner's Certificate "Qualified only when wearing a hearing aid."

(See Hearing Disorders and Commercial Motor Vehicle Drivers at: <http://www.fmcsa.dot.gov/rulesegs/mvdreports.htm>)

#### **Drug Use**

##### **§391.41(b)(12)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Does not use a controlled substance identified in 21 CFR 1308.11, Schedule I, an amphetamine, a narcotic, or any other habit-forming drug, drug is prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties, and has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle.*

This exception does not apply to methadone. The intent of the medical certification process is to medically evaluate a driver to ensure that the driver has no medical condition which interferes with the safe performance of driving tasks on a public road. If a driver uses a Schedule I drug or other substance, an amphetamine, a narcotic, or any other habit-forming drug, it may be cause for the driver to be found medically unqualified.

Motor carriers are encouraged to obtain a practitioner's written statement about the effects on transportation safety of the use of a particular drug.

A test for controlled substances is not required as part of this biennial certification process. The FMCSA or the driver's employer should be contacted directly for information on controlled substances and alcohol testing under Part 382 of the FMCSRs.

The term "uses" is designed to encompass instances of prohibited drug use determined by a physician through established medical means. This may or may not involve body fluid testing. If body fluid testing takes place, positive test results should be confirmed by a second test of greater specificity. The term "habit-forming" is intended to include any drug or medication generally recognized as capable of becoming habitual, and which may impair the user's ability to operate a commercial motor vehicle safely.

The driver is medically unqualified for the duration of the prohibited drug(s) use and until a second examination shows the driver is free from the prohibited drug(s) use. Recertification may involve a substance abuse evaluation, the successful completion of a drug rehabilitation program, and a negative drug test result. Additionally, given that the certification period is normally two years, the examiner has the option to certify for a period of less than 2 years if this examiner determines more frequent monitoring is required.

(See Conference on Neurological Disorders and Commercial Drivers and Conference on Psychiatric Disorders and Commercial Drivers at: <http://www.fmcsa.dot.gov/rulesegs/mvdreports.htm>)

#### **Alcoholism**

##### **§391.41(b)(13)**

A person is physically qualified to drive a commercial motor vehicle if that person:

*Has no current clinical diagnosis of alcoholism.*

The term "current clinical diagnosis of" is specifically designed to encompass a current alcoholic illness or those instances where the individual's physical condition has not fully stabilized, regardless of the time element. If an individual shows signs of having an alcohol-use problem, he or she should be referred to a specialist. After counseling and/or treatment, he or she may be considered for certification.

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined \_\_\_\_\_ in accordance with the Federal Motor Car-  
rier Safety Regulations (49 CFR 391.41-391.49) and subject knowledge of the driving duties. I find this person is qualified, and, if applicable, only when:

wearing corrective lenses  driving within an exempt intracity zone (49 CFR 391.52)

wearing hearing aid  accompanied by a Skill Performance Evaluation Certificate (SPE)

accompanied by a \_\_\_\_\_ waiver exemption  Qualified by operation of 49 CFR 391.64

The information I have provided regarding the physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

<b>SIGNATURE OF MEDICAL EXAMINER</b>	<b>TELEPHONE</b>	<b>DATE</b>
<b>MEDICAL EXAMINER'S NAME (PRINT)</b>	<input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor	
	<input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
<b>MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO./ISSUING STATE</b>		
<b>SIGNATURE OF DRIVER</b>	<b>DRIVER'S LICENSE NO.</b>	<b>STATE</b>
<b>ADDRESS OF DRIVER</b>		
<b>MEDICAL CERTIFICATE EXPIRATION DATE</b>		



### 3. Pace Report for Drug/Alcohol Testing Requirements Forms and Instructions

Pace requires drug/alcohol testing for paratransit drivers and persons in safety sensitive positions in the following circumstances:

- Pre-employment.
- Post-accident.
- Random.
- Reasonable suspicion.
- Return to Duty/Follow-up.
- Biennially (drug testing only).

Each time an applicant or employee is tested for drugs and alcohol, the Pace Report Form of Compliance with Drug/Alcohol Testing Requirements must be completed and submitted to Pace's Compliance Department. Contractors should complete the form. It is important that each blank is filled in.

Each time an applicant or employee receives a verified positive test result, an alcohol test result of 0.04 or greater, or refuses to submit to a test, the Pace Report For of Positive Drug/ Alcohol Testing Results must be completed and submitted to Pace's Compliance Department. Contractors should complete the form, It is important that each blank is filled in.

Email completed Pace Report Form of Compliance with Drug/Alcohol Testing Requirements to:

**Compliance@pacebus.com**

**DO NOT SUBMIT THE ACTUAL DRUG AND ALCOHOL TEST RESULTS TO PACE.**



**Compliance with Drug Testing Requirements Pace report form**

Paratransit Project: \_\_\_\_\_ Date: \_\_\_\_\_

Each time an operator is tested for drugs and alcohol, complete this form and submit it to:

Pace – Compliance Department

**By Email:**compliance@pacebus.com **or** **By Fax:** 312-341-8052

**EMPLOYEE OR APPLICANT INFORMATION**

NAME: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

**TESTING INFORMATION:**

Date Test Performed: \_\_\_\_\_

Date MRO Verified Drug Test Results: \_\_\_\_\_

Time Drug Test Performed: \_\_\_\_\_ Time Alcohol Test Performed: \_\_\_\_\_

Reason for Testing:

- Pre-Employment (NIDA 5)
- Post Accident (NIDA 5 & Breath Alcohol)  
Date/Time of Accident: \_\_\_\_\_
- Reasonable Suspicion (NIDA 5 & Breath Alcohol)
- Return to Duty/Follow-up (NIDA 5& Breath Alcohol)
- Biennial Recertification (10 Panel)
- Random (NIDA 5& Breath Alcohol)
- Other (indicate type of test, explain) \_\_\_\_\_

Testing Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This is to confirm that the employee named above was tested for drugs and alcohol in accordance with Pace guidelines and FTA regulations, and is in compliance with Pace’s Drug and Alcohol Testing Policy. Evidence of the testing is on file at the Paratransit project.

\_\_\_\_\_





Paratransit Division

1. Personnel Standards and Requirements

Signature

Title



**Positive Drug/Alcohol Testing Results Pace report FORM**

Paratransit Project: \_\_\_\_\_ Date: \_\_\_\_\_

Each time an employee test positive for drugs and/or alcohol, complete this form and submit it to:  
Pace – Compliance Department

**By Email:**compliance@pacebus.com **or By Fax:** 312-341-8052

**EMPLOYEE OR APPLICANT INFORMATION**

NAME: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

**TESTING INFORMATION:**

Date Test Performed: \_\_\_\_\_ Time:\_\_\_\_\_

Date MRO Verified Drug Test Results: \_\_\_\_\_

Drug Results: Positive  Negative      Alcohol Results: \_\_\_\_:\_\_\_\_\_  
Time Drug Test Performed: \_\_\_\_\_ Time Alcohol Test Performed: \_\_\_\_\_  
Refusal to Test

Reason for Testing: \_\_\_\_\_

Testing Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This is to confirm that the employee named above tested positive for drugs and/or alcohol and has been removed from Pace service and is prohibited from performing any safety sensitive functions. This individual has been referred to a substance abuse professional. Evidence of the testing and referral is on file at the Paratransit project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



#### **4. Pace Driver, Dispatcher, and CSR Training Checklist Forms and Instructions**

The Pace Training Checklist must be completed for any employee who operates in Pace-funded Paratransit service in both of the following circumstances:

- Whenever an employee is hired by the contractor.
- Whenever an employee undergoes retraining for any reason.

Contractors are responsible for training or retraining employees and/or verifying prior training in all areas outlined on the Training Checklist. The contractor's Trainer should record the date of training on the checklist and should initial that the training in each area has been successfully completed.

Anytime an employee undergoes retraining, the contractor's Trainer should record the date of refresher training on the checklist and should initial that the training in that particular area has been successfully completed.

Email copies of completed Pace Training Checklists to:

**Compliance@pacebus.com**



### Driver Training Checklist Form

Driver Name \_\_\_\_\_ Project \_\_\_\_\_ Hire Date \_\_\_\_\_

Training Date	Trainer	Retraining Date	Retraining Date









**Accidents**

1. Pace Accident/Incident Report Form
2. General Accident Procedures
3. Drug/Alcohol Procedures

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**Driving Skills**

1. Definitions
2. Starting and Stopping
3. Following Moving Traffic
4. Intersection Operation
5. Right Hand Turns
6. Left Turn/Double Left Turn
7. Changing Lanes
8. Passing and Being Passed
9. Backing Buses
10. Service Stops
11. Slippery Streets
12. Railroad Crossing
13. General Defensive Driving Techniques
14. Other \_\_\_\_\_

**Emergency Equipment Operations**

1. Review Emergency Procedures
2. Location of emergency Equipment in Vehicle
3. Use of Emergency Equipment
4. Vehicle evacuation
5. Fire Protection

**Fare Collection**

1. Fare Instruments
2. Collection/Handling of Fares
3. Fare box Operations
4. Other Related Procedures

**Lift Usage**

1. Positioning Vehicle
2. automatic Operation of Lift
3. Manual Operation of Lift

**Loading/Unloading Passengers on Lift**

1. Boarding & Alighting Mobility Limited Passengers
2. Operations & Movement of Standard Wheelchairs

**Passenger Interaction**

1. Passenger Relations
2. Disability Awareness
3. Sensitivity Training
4. Service Animals

Training Date	Trainer	Retraining Date	Retraining Date



**Vehicle Operations**

- 1. Pre-Pullout Checklist Form
- 2. Pre-Pullout Inspection on Vehicle
- 3. Radio Procedures
- 4. Driver Seat Adjustment
- 5. Mirror Adjustment and Usage
- 6. Vehicle/Console Switches
- 7. MDT Usage
- 8. Sending canned messages via MDT
- 9. Drive Cam


**Securement**

- 1. Hands on Securement Training
- 2. Securement of Various types of Assistive Devices (Amigos, Oxygen Tanks, Mobility Aids, etc.)
- 3. Lap Belts, etc.


- 4. Oversized Wheelchairs

**Supervised Behind the Wheel Training**

- 1. On the Road Training
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_


**Other**

- 1. Checking IDs
- 2. No Show Procedures
- 3. No Pay Procedures
- 4. 60 min Drug/Alcohol Awareness Training
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_


Driver \_\_\_\_\_  
(Name)

My signature below indicates that I have received training in the subjects indicated on this Driver Training Checklist and I have sufficient comprehension and skills to operate a vehicle in Pace Service.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Driver)

LOCAL PROJECT MANAGER \_\_\_\_\_  
(Name)

My signature below indicates that I have verified that the above driver was trained in the subjects indicated on the Driver Training Checklist and has demonstrated and skills to operate a vehicle in Pace service.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





**Client Emergencies**

1. Passenger Illness
2. Violent Passenger
3. Disruptive Passenger
4. Injured Passengers
5. When to call the police

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**AVL**

1. Locating Vehicles
2. Reviewing Driver Routes
3. Locating Client D/O and P/U
4. Using AVL for Corrective Action

**Dispatching**

1. Voice Dispatching
2. Effective Routing Decision Making
3. Drive Cam Procedures
4. No Show Procedures
5. No Pay Procedures

**Cancelling and Creating Trips**

1. Scheduling Trips
2. Moving Trips

**Effectively Communicating with Driver**

1. Using the MDT to send messages.
2. Radio Procedures

**Passenger Interaction**

1. Passenger Relations
2. Disability Awareness
3. Sensitivity Training

**Accident Procedures**

1. Notifying Pace
2. Sending Driver for D/A testing Procedures
3. DOT post accident d/a test
4. Non-DOT post accident d/a test

**Drug and Alcohol Testing**

1. 60 min Drug/Alcohol Awareness Training

Training Date	Trainer	Retraining Date	Retraining Date





**Other Procedures**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_


Dispatcher \_\_\_\_\_  
(Name)

My signature below indicates that I have received training in the subjects indicated on this Dispatcher Training Checklist and I have sufficient comprehension and skills to operate a vehicle in Pace Service.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
(Dispatcher)

LOCAL PROJECT MANAGER/SUPERVISOR \_\_\_\_\_  
(Name)

My signature below indicates that I have verified that the above dispatcher was trained in the subjects indicated on the Dispatcher Training Checklist and has demonstrated the skills required for Pace service.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
(Local Project Manager/Supervisor)

**Customer Service Representative Training Checklist Form**

Employee Name \_\_\_\_\_ Project \_\_\_\_\_ Hire Date \_\_\_\_\_

Training Date	Trainer	Retraining Date	Retraining Date






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**Trip Booking**

1. Common booking error
2. Reservations Script
3. Common locations for addresses
4. Verify Appointment Times
5. Note if Client is transferring to a seat on the vehicle
6. Always enter comments on all trip bookings
7. Repeat information back to client before exiting the Trip Booking Screen
8. Slow down, listen intently to the client, and repeat the information in Origin and Destinations boxes before scheduling trips
9. Confirm all information in trip booking (comments, PCAs, and Mobility aid)
10. Speak Clearly
11. Do not double book trips
12. Refer to appropriate entities to update information (i.e. address changes RTA and/or Pace Subscription Department)
13. IVR

**Edit a Booking in Trapeze**

1. We do not edit bookings, cancel and create a new trip
2. Client eligibility has expired

**Scheduling Trips**

1. If a trip creates a violation on the run selected, then try another solution
2. Please do not schedule trips if violations are created

**Reviewed Pertinent Handouts**

1. Suburban Codes
2. Common Locations
3. Transfer Points
  - Telephone Numbers for Suburban Carriers
  - PACE Services Blue Card
4. Denials, Client Restrictions, Eligibility
5. Copy of Paratransit Customer Guide

**Passenger Interaction**

1. Passenger Relations
2. Disability Awareness
3. Sensitivity Training


Training Date	Trainer	Retraining Date	Retraining Date



**Other Procedures**

- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_


Employee \_\_\_\_\_  
(Name)

My signature below indicates that I have received training in the subjects indicated on this CSR Training Checklist and I have sufficient comprehension and skills for Pace Service.

SIGNATURE \_\_\_\_\_  
\_\_\_\_\_  
(Driver)

DATE

LOCAL PROJECT MANAGER \_\_\_\_\_  
(Name)


My signature below indicates that I have verified that the above CSR was trained in the subjects indicated on the CRS Training Checklist and has demonstrated the skills required for Pace service.

SIGNATURE \_\_\_\_\_  
\_\_\_\_\_  
(Local Project Manager/Supervisor)

DATE

**5. Notice of Moving Violation Form and Instructions**

**Fields on Form**



## Notification of Moving Violation

**PRIOR TO REPORTING TO WORK, Commercial Drivers must notify Pace immediately in writing of:**  
 A. Any and all traffic violations, and  
 B. Any and all suspensions, revocation or cancellation of their driving privileges, as well as any disqualification of out-of-service actions.

**Commercial Drivers must notify Pace prior to returning to work and the Secretary of Sats within 30 days in writing of:**  
 A. Any and all out-of-state traffic violations, and  
 B. Any and all out-of-state suspensions, revocation or cancellation of their driving privileges, as well as any disqualification of out-of-service actions.

State law requires that Commercial Drivers report any changes of address within 10 days. Then the driver has 30 days to go to a state facility to obtain a corrected CDL.

---

**Notification**

DRIVER'S FULL NAME: 1 \_\_\_\_\_

Driver's Social Security Number: XXX-XX-2 \_\_\_\_\_

Driver's License Number: 3 \_\_\_\_\_

Date of Violation: 4 \_\_\_\_\_

Location of the Offense: 5 \_\_\_\_\_

Nature of the Violation: 6 \_\_\_\_\_

\_\_\_\_\_

WAS THERE ANY OTHER VIOLATION ISSUED?  YES 7  NO

NATURE OF OTHER VIOLATIONS: 8 \_\_\_\_\_

WAS THE VIOLATION IN A COMMERCIAL VEHICLE?  YES 9  NO


LOCATION OF THE OFFENSE: 10 \_\_\_\_\_

COURT DATE: 11 \_\_\_\_\_
 CONVICTION  Yes  No 12

SUPERVISION  Yes  No 13

DRIVER'S SIGNATURE: 14 \_\_\_\_\_ DATE: 15 \_\_\_\_\_

RECEIVED BY SAFETY - NAME: 16 \_\_\_\_\_ DATE: 17 \_\_\_\_\_

 Revised 11-10    Copies    1. Employee File    2. Employee Copy

<b><u>Field Descriptions</u></b>	
1	<b>DRIVER'S FULL NAME:</b> - Enter Driver's name. Format is First name, Middle initial, Last name.
2	<b>Driver's Social Security Number:</b> - Enter Driver's social security number. Type only the 9 digits without spaces or dashes. The number will be reformatted automatically in the format 123-45-6789. When the form is printed only the last digits will remain visible XXX-XX-6789.
3	<b>Driver's License Number:</b> - Enter driver's license number.
4	<b>Date of Violation:</b> - Enter the date of the violation. Date is selected from a drop-down calendar in the field or typed in the format MM/DD/YY. The date will appear as MMM DD, YYYY.
5	<b>Location of the Offense:</b> - Enter a brief description of the location of offense.
6	<b>Nature of the Violation:</b> - Enter a brief description of the violation.
7	<b>WAS THERE ANY OTHER VIOLATION ISSUED?</b> - Left mouse click in response box for Yes or No to the question. A mouse click in one box will unselect the other box.
8	<b>NATURE OF OTHER VIOLATIONS:</b> - Enter a brief description of any other violation.
9	<b>WAS THE VIOLATION IN A COMMERCIAL VEHICLE?</b> - Left mouse click in response box for Yes or No to the question. A mouse click in one box will unselect the other box.
10	<b>LOCATION OF THE OFFENSE:</b> - Enter a brief description of the location of the offense.
11	<b>COURT DATE:</b> - Enter the court date. Date is selected from a drop-down calendar in the field or typed in the format MM/DD/YY. The date will appear as MMM DD, YYYY.
12	<b>CONVICTION Yes/No</b> - Left mouse click in response box for Yes or No to the question. A mouse click in one box will unselect the other box.
13	<b>SUPERVISION Yes/No</b> - Left mouse click in response box for Yes or No to the question. A mouse click in one box will unselect the other box.

14	<b>DRIVER'S SIGNATURE:</b> - Handwritten signature of the driver.
15	<b>DATE:</b> - Handwritten date driver signed form.
16	<b>RECEIVED BY SAFETY - NAME:</b> - Handwritten signature of member of safety staff.
17	<b>DATE:</b> - Handwritten date safety staff member signed form.



## Notification of Moving Violation

PRIOR TO REPORTING TO WORK, Commercial Drivers must notify Pace immediately in writing of:

- A. Any and all traffic violations, and
- B. Any and all suspensions, revocation or cancellation of their driving privileges, as well as any disqualification of out-of-service actions.

Commercial Drivers must notify Pace prior to returning to work and the Secretary of State within 30 days in writing of:

- A. Any and all out-of-state traffic violations, and
- B. Any and all out-of-state suspensions, revocation or cancellation of their driving privileges, as well as any disqualification of out-of-service actions.

State law requires that Commercial Drivers report any changes of address within 10 days. Then the driver has 30 days to go to a state facility to obtain a corrected CDL.

---

### Notification

DRIVER'S FULL NAME: \_\_\_\_\_

Driver's Social Security Number: XXX-XX- \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Date of Violation: \_\_\_\_\_

Location of the Offense: \_\_\_\_\_

Nature of the Violation: \_\_\_\_\_

WAS THERE ANY OTHER VIOLATION ISSUED?  YES  NO

NATURE OF OTHER VIOLATIONS: \_\_\_\_\_

WAS THE VIOLATION IN A COMMERCIAL VEHICLE?  YES  NO

LOCATION OF THE OFFENSE: \_\_\_\_\_

COURT DATE: \_\_\_\_\_ CONVICTION  Yes  No  
SUPERVISION  Yes  No

DRIVER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIVED BY SAFETY - NAME: \_\_\_\_\_ DATE: \_\_\_\_\_



Revised 11-10

Copies:

1. Employee File

2. Employee Copy



## **E. GENERAL RULES AND STANDARDS FOR EMPLOYEES**

### **1. Local Project Manager**

Each contractor must have a designated Project Manager to oversee all facets of the paratransit operation. The local project manager's duties include, but are not limited to the following:

The Project Manager must be knowledgeable of the conditions and requirements in the contract between Pace and the contractor and in the Paratransit Manual, and assure that these conditions and requirements are adhered to by the paratransit project.

The Project Manager must be familiar with Pace reporting requirements in all areas, and be responsible for the submittal of the appropriate reports.

The local Project Manager must oversee or is responsible for the paratransit project's compliance in the following areas:

#### A. Service Delivery

The Project Manager is responsible for all facet of the operation necessary to assure the safe delivery of paratransit service in compliance with Pace policies and requirements. This includes the following:

- Maximizing productivity.
- Ensuring on-time-performance.
- Resolving service issues in a timely manner.
- Responding to Pace service complaints within the required time frame.
- Ensuring the timely delivery of all reports requested by Pace.
- Ensuring all technologies required to perform the terms of this contract are fully operational at all times. This includes MDTs, drive cams, computer systems, telephone systems, TTYs, and radio communications.
- Ensuring that any issue that impacts the delivery of Pace paratransit service is immediately reported to the appropriate Pace staff and resolved.
- Ensuring that emergency plans are implemented and followed during times of emergency. The most common emergencies are power failure, inclement weather, and phone system failures.

#### B. Vehicle Maintenance

The Project Manager is responsible for the maintenance of paratransit vehicles to ensure that:

Pace vehicle maintenance procedures are followed.

- Vehicles are maintained in good, safe operating condition.

- The exterior and interior of the vehicles are clean whenever the vehicles are in service.
- Vehicles are personally inspected by the local project manager on a regular basis in addition to the daily inspections performed by the driver.

### C. Employees

The Project Manager is responsible for employment practices and employees' performance to ensure that:

- Only people who meet Pace's requirements and the FTA regulations are hired to provide service.
- Drivers are operating vehicles in a safe and responsible manner in accordance with the Standard Operating Procedures and Defensive Driving Procedures outlined in the Pace Paratransit Operator's Manual.
- Appropriate disciplinary action is taken whenever an employee does not comply with Pace standards.

### D. Driver Training

The Project Manager is responsible for ongoing driver training to assure that:

- All newly employed operators receive comprehensive driver training through an in-house training program before operating vehicles in paratransit service. At a minimum, all vehicle operators should receive training in the areas outlined in section 4-4, Paratransit Driver Training. \* Each operator's performance is periodically reviewed and retraining is provided if necessary.
- Operators participate in Pace's Paratransit Drivers Training Program, when requested.

### E. Accidents and Incidents

The Project Manager is responsible for ensuring proper accident/incident reporting procedures to include the following that:

- All Pace reporting requirements are complied with.
- Drivers are immediately taken for drug/alcohol testing in accordance with Pace requirements and FTA regulations.
- Vehicle damage is repaired in a timely manner and in accordance with Pace procedures.
- Passenger incidents and problems are reported to Pace in a timely manner. Incidents of any nature which involve the safety of an individual, other passengers, or the driver must immediately be reported to Pace using the Pace emergency number. This includes incidents which involve violent, illegal, or seriously disruptive behavior.

## **2. Drivers**

The operation of paratransit vehicles is governed by the laws and safety regulations of the state, county and city in which the paratransit project operates, and by the standards outlined in the Contractors Manual. Local project managers must be familiar with these laws, safety regulations, and standards, and must establish procedures to assure that their paratransit drivers know and abide by them at all times. The following general rules and standards are supplemental to the Pace Paratransit Operators Manual.

Office personnel at each paratransit project should always be aware of the location of their drivers, and the vehicles operated in their service. The dispatcher must maintain regular contact with the drivers, and know the location of the vehicles at all times.

#### A. Driver Guidelines

1. At minimum Pace requires that all drivers present the following to the dispatchers at pullout:

- Valid CDL drivers License
- Valid Medical Examination Certificate
- Paratransit driver placard and arm badge
- Pace transfer receipts as required by Pace
- Seat belt extension

Drivers are required to perform a pre-pullout check prior to operating a vehicle. See Chapter 2 for instructions on the pre-pullout checklist.

Drivers must use the headlights at all times while operating a Pace vehicle or any vehicle in Pace service.

Should a mechanical failure occur after a vehicle is in service, the driver must immediately notify dispatch. Drivers must never operate vehicles that are unsafe or when continued operation may cause further damage to the vehicle.

Before leaving his/her seat, drivers must take the following steps:

- Place the gear shift lever in the Park position
- Set the emergency brake
- Activate the flashers

Drivers must never leave passengers in an unattended vehicle, except to operate the lift or to assist a passenger to or from the vehicle when it is safe to do so.

The driver must never leave the line of sight of the vehicle. It is an Illinois State Law that no vehicle is to be left unattended with the engine running. The only exception for paratransit vehicles is during pick-ups and drop-offs.

Drivers operating vehicles with fareboxes must not handle fares or make change. Passengers must be instructed to deposit exact fare into the farebox. Exceptions may be made only in the case of persons who may not be able to complete this task independently due to a disability. Some contracts with Pace may provide for specific fare collection procedures which allow for the driver to collect fares and/or tickets. In cases where there is a conflict in procedures, the contractor must follow procedures outlined in their Contract with Pace.

Drivers should offer assistance to passengers who, in the driver's best judgment, need assistance in safely boarding or exiting the vehicle. If requested, drivers may assist passengers to or from the exterior door of their pick-up point or destination if it is determined that the assistance will enhance the safety of the passenger, the safety of the driver or other passengers in the vehicle will not be compromised, and the driver can maintain line of sight of the vehicle.

Drivers must verify that all passengers are seated in a regular seat or wheelchair position prior to moving the vehicle. Sitting on the floor and standing are not permitted on paratransit vehicles in motion.



Drivers must use the floor restraints to secure wheelchairs or other mobile assistive devices to the vehicle. If the passenger refuses the use of the floor restraints, the driver should immediately notify dispatch for further instructions.

Drivers must offer the lap and shoulder belts to passengers riding in wheelchairs or other mobile assistive devices. If a passenger refuses the lap and/or shoulder belt, the driver should notify dispatch and note on the driver log that the lap and/or shoulder harnesses were refused.

Drivers are to ensure that all passengers are clear of the doors before opening or closing them. The doors must always be closed when the vehicle is in motion.

Passengers are to be picked up and dropped off only at locations where passengers can safely enter or exit the vehicle. Paratransit vehicles should not be driven into a passenger's driveway or on private property; unless the passenger cannot be safely dropped off or picked up from an adjacent street. Paratransit vehicles may use public parking lots, shopping centers, or large building complex parking lots where there is sufficient room to enter without backing to get out.

Drivers must never pull from the curb until fares are collected and all passengers are seated. Driver must give their full, undivided attention to the operation of the vehicle and must not engage in conversation with the passengers while the vehicle is in motion.

Backing is not recommended. Drivers should avoid backing the vehicle if at all possible. If backing is unavoidable, extreme caution must be used.

Drivers should report to dispatch any weather condition, traffic problem or other situation which may impact the safe operation of the vehicle.

Drivers must keep the dashboards clear of thermos bottles, clipboards, snow brushes and other paraphernalia that could become a projectile in an accident. The driver area must be kept neat and free from unnecessary clutter and debris.

Vehicles must never be operated with any of the doors open or while the lift is activated or extended.

Drivers are prohibited from accepting tips.

Operators and contractor employees are prohibited from making statements to the public or the press regarding Pace service, policies or other Pace business.

Drivers are not permitted to use radios, earphones or other electronic devices while operating a vehicle.

Cell phones may only be used in paratransit service when necessary for the efficient operation of the service. Drivers may only use cell phones which were issued by the contractor or personal cell phones which have been authorized for use in Pace Paratransit service. If authorized, cell phones should only be used when vehicles are parked. Use of cellular phones for personal business is prohibited. Lapel microphones/ear plugs/headphones/ear buds, etc., are prohibited. Personal cell phones must be turned off while operating a vehicle in Pace service.

Drivers are not permitted to smoke at any time in vehicles used in Pace service.

Drivers are not permitted to eat or drink on the bus when passengers are on board or while the vehicle is in motion.

## B. Dress Standards

1. Drivers are required to wear a uniform. Driver's attire must be appropriate to reflect a professional appearance and must be suitable for driving.

2. Driver must prominently display their identification card in clear view on board the vehicle that they are driving. Drivers must wear the Pace assigned arm band on their right arm. The arm band must be clearly visible to passengers at all times.
3. Excessive or dangling jewelry is a safety hazard and is not permitted.
4. Shoes that interfere with the safe operation of the vehicle must not be worn. Shoes must have closed toes. Sandals are not permitted. Heels in excess of 1 ¼ inches are not permitted.

### C. Retraining and Corrective Action Standards

Each paratransit contractor is responsible for providing safe, courteous, reliable, and efficient transportation to the public. Careful attention to personnel selection and management creates a sound basis for achieving this goal. Each contractor must establish written job descriptions, work rules, and procedures to meet this goal.

Pace requires that all drivers be fully trained in paratransit operations and that drivers conduct themselves in a professional manner at all time. However, circumstances may arise which necessitate retraining and/or corrective action. The following list cites examples of situations that require the local project manager to consider retraining and/or corrective action. Because this list is not exhaustive, the local project manager should be aware of any unusual circumstances which may indicate a need for retraining and/or corrective action. In each case, the local project manager should review the driver's records and performance history to determine if retraining, corrective action, or termination is warranted.

Examples of situations that require the local project manager to consider retraining and/or corrective action:

1. One or more preventable accidents within a 12-month period.
2. Two or more non-preventable accidents within a 12-month period.
3. Failure of the driver to report an accident/incident.
4. Observation by Pace staff or the contractor's staff of non-compliance with Standard Operating Procedures and/or Defensive Driving procedures.
5. One or more convictions for a moving violation.

Retraining may include, but is not limited to the following:

1. Verbal discussion with the driver regarding the proper procedure for the situation.

Review of video/written material pertaining to the situation.

2. Immediate retraining by the project's driver trainer.
3. Attending Pace's Driver Training Program.

Corrective action is the responsibility of the contractor and must be handled in accordance with the contractor's written personnel policies

While retraining and corrective actions are the contractor's responsibility, Pace may require that a driver be retrained either by the contractor's personnel, by another qualified individual authorized by Pace, or by participating in Pace's Paratransit Driver Training Program. Pace requires that all retraining be documented.

Also, Pace may require the removal of a particular employee from Pace-funded service, if with reasonable cause and in Pace's judgment, it would be in the best interest of Pace that the employee be removed.

However, it should be noted that Pace has no interest in the manner in which the contractor performs its business, except as such matters impact on the delivery of Pace mass transit service to the general public. Nor is Pace intent upon establishing any terms or conditions as to an individual's continued employment as Pace is not the employer.

#### D. Driving Standards

Anyone operating Pace owned vehicles, or non-Pace owned vehicles in Pace service must have the appropriate driver's license to operate that vehicle, and the driver's license must be valid. Any operator who receives a moving violation, license suspension, or revocation must immediately notify their employer.

Pace must be notified of Class I and Class II moving violation citations and/or convictions, suspension, and revocations. Pace may elect to remove these drivers from service temporarily or permanently depending on the circumstances.

## 2. MAINTENANCE PROCEDURES

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### INTRODUCTION

**Purpose:** This chapter outlines Pace's maintenance program requirements for all Paratransit contractors. It establishes policies and procedures for carrying out the required level of maintenance, and specifies the required documentation.

**Policy:** Pace policy requires that all equipment used in paratransit operations be maintained in a safe and clean condition, and that all repairs be made in a timely manner to achieve the maximum life expectancy from the vehicles.

**Note:** This policy applies to both Pace owned vehicles and to contractor owned vehicles.

Paratransit Department staff is available to answer questions regarding maintenance reporting requirements and procedures. Questions of a technical nature will be addressed by Pace's Paratransit Maintenance Specialists, who can be reached at (708) 331-9127.

### A. RESPONSIBILITIES OF PACE PARATRANSIT CONTRACTORS

It is the responsibility of the contractor to ensure that vehicles are properly and adequately serviced and maintained. The contractor must establish and submit a written plan to Pace as to its record keeping, daily servicing, washing and cleaning of the vehicles, and vehicle maintenance. Required servicing and maintenance procedures are below.

#### Record Keeping

The contractor must establish a daily record keeping system and maintain a vehicle history folder.

#### Daily Servicing

The contractor must have a program outlining procedures for vehicle inspections (both pre-pullout and post-trip), refueling and checking of both oil levels and water coolant levels.

#### Washing and Cleaning

The contractor must have a program outlining the procedures for scheduled vehicle washings and daily internal cleanings.

#### Vehicle Maintenance

The contractor must have a program outlining the procedures for preventive maintenance performed at required intervals, as needed maintenance, accident related repair, and warranty repair work.

The Pace standards for maintenance are outlined in the following sections. Maintenance reports which are cited in the following sections are to be submitted to Pace's Arlington Heights office.

#### 1. Record Keeping

Contractors must establish and maintain accurate records and files for all vehicles used to provide paratransit service. A vehicle history file on each vehicle must be maintained. The vehicle history file will contain the following maintenance service records:

1. Copies of the Pace Paratransit PM Report Form or contractor's PM form. PM forms must be kept in the file for one year and stored after that for the lifetime of the vehicle or until the vehicle is removed from Pace service at which time all vehicle records, for Pace owned vehicles, are to be turned over to Pace. The contractors must retain copies of the vehicle records even though they are no longer maintaining the vehicle.

Fuel and oil usage records (kept in the file for one year and stored after that for three years).

Copies of the Monthly Vehicle Summaries (MVS) for Pace owned vehicles. (See Chapter1)

Shop Work Orders and Equipment Repair Orders.

Accident Repair Orders.

Any other records regarding the vehicle such as IDOT safety inspection forms and a copy of the vehicle registration.

**Whenever a Pace owned vehicle is returned to Pace or transferred from one project to another on a permanent basis, the vehicle history file with all required contents must be transferred along with the vehicle.**

## 2. Daily Servicing

### *Pre-Pullout/Post Trip Checklist*

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Operators must perform a pre-trip inspection each time a vehicle is used in Pace Paratransit service. Contractors may use the Pace Operators Pre-Pullout Checklist books or contractors may supply their own pre-trip inspection forms. Contractors who prefer to use their own pre-trip inspection forms must submit a sample form to Pace for review and approval. A copy of the Pace Pre-Pullout Checklist is included in this chapter.

When performing the pre-trip inspection, the operator must inspect each item listed, and place a check mark in each column when the item is in proper working order. If a defect is found, the operator must circle the item that needs repair and report the problem. Defects that pose a potential safety hazard must be reported immediately. A vehicle must not be put into service if the operator discovers a defect that could result in unsafe operation of the vehicle. Each contractor must establish a procedure for handling reports of defects and a procedure to ensure that repairs are completed in a timely manner. Each contractor must develop a procedure for driver to submits a pre-trip pull-out form check list prior to putting a vehicle in service. The procedure must include a process where a mechanic or designated employee reviews the pre-trip pull out checklist and prevents a vehicle with unsafe conditions from going into service. The procedure should also include a method for documenting the repairs for each item identified on the Pre-Pullout/Post Trip Checklist. A copy of the pre-trip inspection should remain in the vehicle. Operators must also perform a post trip inspection at the end of each run.

### *Fuel and Fluid Levels*

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Servicing must be a daily scheduled activity. The contractor must service the vehicle as follows:

- Fill the fuel tank to specified level and assure replacement of the cap.
- Check the oil level and replenish to within safety levels.
- Check and fill the radiator cooling system with specified coolant, as required.
- Check other fluids and replenish as necessary (including windshield solvent, brake and automatic transmission fluids).



After daily servicing, an attendant, driver, or mechanic must record his or her activity on a daily fuel and oil report. The contractor must establish its own daily record keeping system. Fuel and oil consumption for all vehicles must be reported to Pace on the Monthly Vehicle Summary.

### 3. Washing and Cleaning

Vehicles cannot be put in service if they are dirty.

Vehicles should be washed on a daily basis if at all possible, but at a minimum they must be washed twice a week. The washing should include the following items.

- Wash exterior - Scrub front, back, sides, and roof. Give special attention to cleaning all mirrors, light lenses, and windows.
- Wash wheels and fender wells.
- Scrub step wells and interiors of doors.
- Mop floors and wash ceilings.
- Wash window interiors.
- Wash wheelhousing.
- Clean seats, stanchions, window ledges, and interior walls.
- Clean interior light lenses.
- Clean driver's compartment.
- Clean the vehicle dash board.
- Clean the driver door panel.
- Clean the front floor.
- Clean the lift.
- Clean the seat belts
- Clean the lap and shoulder belts.
- Clean the securement belts.

Vehicles should be swept or vacuumed on a daily basis and at a minimum the seats and interior windows should be wiped down. Standing water should not be left on the floor.

The contractor must establish its own schedule and procedures to ensure proper cleaning of vehicles. Cleaning schedules and procedures must be approved by Pace. The contractor's administrative staff is responsible for performing periodic checks of vehicle cleanliness.

## B. VEHICLE MAINTENANCE

### 1. Preventive Maintenance

Preventive maintenance (PM) is regularly scheduled service which includes the inspection of each vehicle and its working components, and scheduled oil changes, lubrication and servicing as required by the vehicle manufacturer and the Pace Paratransit Manual. Pace provides a PM Inspection form which must be used for Pace owned vehicles. A copy of the Pace PM Inspection form is included in this chapter. A copy of forms used by contractors for non-Pace owned vehicles must be submitted to Pace for review and approval.

PM inspections (preventive maintenance inspection) must be performed on each Pace owned vehicle every 3,000 miles or every 3 months, whichever comes first. PM inspections must be performed once monthly for

non-Pace vehicles. Intervals for specific maintenance functions for non-Pace owned vehicles must be performed in accordance with the recommended manufacturers' standards. Whenever the PM is performed, the Pace Paratransit PM Inspection Form or contractor PM form must be filled out to document that the preventive maintenance inspection has been completed.

Preventive maintenance inspections on vehicles must be reported on the Monthly Vehicle Summary (MVS) for each vehicle, and a clear copy of both sides of completed PM Report Forms must be attached to the appropriate MVS form and submitted to Pace as part of the contractor's monthly report. Copies of PM forms for vehicles must be submitted to Pace by the 5th of the each month for PM's performed during the prior month. Original PM Report Forms must be maintained in individual vehicle Files.

## **2. As Needed Maintenance**

Preventive maintenance helps minimize emergency repairs, but there will always be some unscheduled repairs that come up from time to time. The contractor must establish its own instructions and procedures for performing as needed repairs which will encompass those emergency repairs, parts, or component unit change-outs that are necessary between and during any preventive maintenance service.

It is the responsibility of the contractor to ensure that repairs are carried out in a timely, efficient manner and that the equipment is returned to service as promptly as possible.

The repair work performed on Pace owned vehicles is to be reported on the MVS form.

The contractor should contact the Paratransit Department to arrange for a loaner vehicle if the repair of a Pace owned vehicle leaves the project without sufficient equipment to handle normal operations.

## **3. Accident Repair to Pace Owned Vehicles**

Pace expects the contractor to perform repairs to Pace owned vehicles in a timely manner. If the damage is major, the contractor should contact Pace to discuss the proposed repairs. The contractor must submit a copy of the final invoice or work order documenting that the repairs have been performed.

## **4. Warranty Repairs to Pace Owned Vehicles**

It is important that the contractor is familiar with the conditions of the warranty on the Pace owned vehicles assigned to the project. It is the contractor's responsibility to insure that repairs to Pace owned vehicles or components covered by warranty are made at a Pace authorized warranty service center so as to ensure full validations of the manufacturer's warranty.

Contractors should refer to the warranty information provided with the vehicle or contact Pace's Maintenance Department with questions regarding the manufacturer's warranty.

There is a procedure in place for reporting warranty repairs on the Monthly Vehicle Summary. If warranty repairs are performed, or parts that are under warranty are exchanged or replaced, indicate this in the appropriate column on the Monthly Vehicle Summary and submit a copy of the Warranty Claim Form to Pace with your monthly report.

## **5. Associated Capital For Pace Owned Vehicles**

Pace Compensation for Major Repairs Not Related To Accidents. Pace will compensate the contractor for certain components used for major repairs to Pace owned vehicles which are not the result of accidents as long as capital grant funds are available to cover the cost. In order to be eligible for compensation,

- The single component cost must exceed one thousand (\$1,000.00). Pace may require that a satisfactory rebuilt component be used. If the rebuilt component cost exceeds one thousand (\$1,000.00), Pace will reimburse the contractor for the component. If the rebuilt component cost is under one thousand (\$1,000.00), the contractor will be responsible for the cost of the component.
- The component must not require replacement due to neglect, improper maintenance or failure to maintain, operator or mechanic error, vandalism, or abuse. Pace's determination of reason for replacement will be final.
- The contractor must submit at least two comparable, written estimates which includes the warranties from the vendors for review by Pace.
- The contractor must obtain prior approval from Pace.
- When the repair is completed, the contractor must submit a written request for compensation, a copy of the invoice from the vendor for the purchase of the component, and documentation that the repair was completed.
- The contractor shall be responsible for installation costs and for other expenses associated with the repair such as associated parts and fluids. Repairs must be performed in a professional manner.

Pace reserves the right to limit the compensation to the cost at which the component is available to Pace. Compensation is limited to engines, engine components, transmissions, air conditioning, catalytic converters, or other major repair systems. Brake systems, suspension systems, electrical systems, seating, windshield wiper and washer systems, body damage, door systems, and other wearing items and systems are not eligible for compensation.

## C. OTHER REQUIREMENTS

### 1. Illinois Department of Transportation

#### (IDOT) Safety Inspections

All vehicles used in Pace paratransit service are required to undergo an IDOT Safety Inspection every 6 months. Vehicles with expired IDOT stickers and vehicles which fail the IDOT Inspection **CANNOT BE OPERATED** in any capacity, except to and from the inspection center, until the IDOT Inspection is successfully completed and a new IDOT Safety Sticker is issued.

Vehicles must be taken to an IDOT Safety Inspection lane prior to the last day of the month in which the sticker expires, unless the vehicle is not operable due to required repairs. In this case, the vehicle must be inspected and pass the IDOT Safety inspection before being put into service. Once the vehicle has passed the IDOT Safety Inspection, submit the REPORT OF IDOT INSPECTION CHANGE form with the new expiration date to the Pace Paratransit Department.

### 2. Loaner Vehicles

Loaner vehicles are available at various sites to assist contractors when repairs to Pace owned vehicles leave the contractor without sufficient equipment to handle normal operations. Arrangements for a loaner vehicle can be made by contacting Paratransit Compliance staff at 312-341-8000. If a loaner vehicle is available, arrangements will be made for a temporary assignment. Contractors will be required to sign Pace Paratransit Vehicle Transfer Form each time a vehicle is loaned to or returned from a contractor. The Paratransit Vehicle Transfer Form becomes a part of the contract with Pace, and the loaner vehicle is subject to the terms and conditions of the contract, and must be maintained in the same manner as a permanently assigned vehicle.

While the loaner vehicle is on assignment, the contractor must perform pre-pullout/Post trip checks, and other daily servicing requirements. Contractors must also perform minor repairs and PM's when necessary. The contractor must include a separate MVS for the loaner with the monthly report. If a loaner vehicle requires extraordinary repairs, contact Paratransit Compliance staff for further instructions.

Loaner vehicles must be returned to Pace in good operating condition. **Please notify Pace's Paratransit Department before returning any loaner vehicles.** Be sure that the vehicle is clean, and has a full tank of fuel. Also, be sure to return any additional equipment, such as spare tires, that were issued with the loaner.

### 3. Other Use of Pace Owned Vehicles

The Pace owned vehicle or vehicles assigned to a contractor may be used only to provide transportation as specifically described in the contract with Pace. The vehicle(s) may not be used in any other capacity without advance written approval from the Pace Paratransit Department.

### 4. Pace Operations Bulletins

Periodically, Pace will issue Operations Bulletins or other documents that provide important maintenance and/or operational information about Pace owned vehicles. Contractors must ensure that these bulletins are immediately made available to the contractor's maintenance facility and/or maintenance staff. The information contained in Operations Bulletins or other Maintenance Department documents becomes part of the Pace Paratransit Contractors Manual.

**D. PACE FORMS AND INSTRUCTIONS**

Pace's Operator's Pre-Pullout Checklist for Pace Owned Vehicles

Pace's Operator's Post-Trip Checklist for Pace Owned Vehicles

Pace Paratransit Pm Report Form

### 1. Pace's Operator's Pre-Pullout Checklist Form and Instructions for Pace Owned Vehicles

The Pace Pre-Pullout Checklist must be filled out by each driver prior to the start of service.

The operator must fill in the date, inspect each item listed and place a checkmark in each column when the item is in proper working order.

If a defect is found, the driver must circle the item that needs repair and report the problem. Defects that pose a potential safety hazard must be reported immediately. A vehicle must not be put into service if the driver discovers a defect that could result in unsafe operation of the vehicle.

The Pre-Pullout Checklist is a two part form. The white top copy must be torn off and turned in to the proper person as prescribed by company policy before putting the vehicle into service. The yellow duplicate copy must remain in the booklet. **The booklet must be kept in the vehicle until it is filled and replaced with another booklet.**

Pace requires that completed Pre-Pullout Checklist books be retained in the Contractor's files for two (2) years past the life of the contract. Pace reserves the right to retain the pre-trip/post trip checklist.

### Operator's Pre-Pullout Checklist

**BUS#** \_\_\_\_\_ **DATE** \_\_\_\_\_ **ODOMETER** \_\_\_\_\_

**EXTERIOR**

- \_\_\_\_ Tires/wheels/lug nuts
- \_\_\_\_ Hood and access panels secure
- \_\_\_\_ Mirrors
- \_\_\_\_ Fuel filler cap secure
- \_\_\_\_ No body damage or broken windows
- \_\_\_\_ Exterior is clean
- \_\_\_\_ Valid safety sticker
- \_\_\_\_ License plates in front and rear
- \_\_\_\_ Check fluid levels: \_\_\_\_ Oil \_\_\_\_ Coolant \_\_\_\_ Washer fluid

**INTERIOR**

- \_\_\_\_ Vehicle registration and insurance
- \_\_\_\_ Steps are clean and free of tripping hazards
- \_\_\_\_ Fire extinguisher
- \_\_\_\_ Inside engine access cover secure
- \_\_\_\_ Parking brake applied
- \_\_\_\_ Transmission selector level in park position
- \_\_\_\_ Farebox and vault in place
- \_\_\_\_ Dashboard clean and clear of all debris
- \_\_\_\_ Box containing three emergency triangles

**START ENGINE AND CHECK**

- \_\_\_\_ Master switch
- \_\_\_\_ Warning light/gauges
- \_\_\_\_ Windshield wipers and washers
- \_\_\_\_ Interior lights
- \_\_\_\_ Headlight-high & low beams
- \_\_\_\_ All lights and 4-way signals
- \_\_\_\_ Lift switch
- \_\_\_\_ Horn

**GET OFF BUS, THEN CHECK**

- \_\_\_\_ Operate lift through one full cycle
- \_\_\_\_ Lights, signals, barrier plates, lift safety belts

**RE-ENTER BUS AND CHECK**

- \_\_\_\_ Seats and floor clean
- \_\_\_\_ Stanchion bars secure
- \_\_\_\_ Wheelchair restraints and seatbelts
- \_\_\_\_ Mobility device securement belts stored properly
- \_\_\_\_ Roof hatches latched and secure
- \_\_\_\_ Overhead compartment secure
- \_\_\_\_ Check emergency exits
- \_\_\_\_ Adjust seat
- \_\_\_\_ Check seatbelt
- \_\_\_\_ Radio, MDT, AVL
- \_\_\_\_ Air conditioning, heat and defroster
- \_\_\_\_ Steering wheel play
- \_\_\_\_ Adjust mirrors
- \_\_\_\_ Parking brake hold
- \_\_\_\_ Test stop brakes

**DRIVER'S NAME (PLEASE PRINT)** \_\_\_\_\_

**DRIVER'S INITIALS** \_\_\_\_\_

**DESCRIPTION OF DEFECTS & DAMAGE**

\_\_\_\_\_

## 2. Post Trip Inspection Checklist Form and Instructions

A post trip inspection check of the condition of each vehicle must be performed by the Operator each time a vehicle is used in Pace service. The Operator must inspect each item listed and place a check mark in each column when the item is found in proper working order. The Operator does not check items that are defective and/or needs repair. There must be a clear paper trail documenting that defects are repaired. Defects that pose a potential safety hazard must be reported immediately. A vehicle must not be put into service if the Operator discovers a defect that could result in unsafe operation of the vehicle.

After the checklist is complete, the Operator must sign the form. The top copy is to be torn off and turned in to the proper individuals as prescribed by Provider policy before the vehicle goes into service.

Each Provider must establish its own procedures for handling reports of defects and for ensuring that repairs are completed in a timely manner.



**Operator's Post-Trip Inspection Checklist**

**BUS#** \_\_\_\_\_ **DATE** \_\_\_\_\_ **ODOMETER** \_\_\_\_\_

**EXTERIOR**

- \_\_\_\_\_ Fuel filler cap secure
- \_\_\_\_\_ Mirrors
- \_\_\_\_\_ No body damage or broken windows

**INTERIOR**

- \_\_\_\_\_ Steps are clean and free of tripping hazards
- \_\_\_\_\_ Fire extinguisher
- \_\_\_\_\_ Dashboard clean and clear of all debris
- \_\_\_\_\_ Box containing three emergency triangles
- \_\_\_\_\_ Items left on board the vehicle
- \_\_\_\_\_ Mobility device securement belts store properly
- \_\_\_\_\_ No mechanical failure noted during route
- \_\_\_\_\_ No safety issues

**DRIVER'S NAME (PLEASE PRINT)** \_\_\_\_\_

**DRIVER'S INITIALS** \_\_\_\_\_

**DESCRIPTION OF DEFECTS & DAMAGE**

\_\_\_\_\_  
\_\_\_\_\_

### 3. Pace Paratransit PM Report Form and Instructions

The Pace Paratransit PM Report Form is used to document the performance of manufacturers' required maintenance intervals and Pace required component checks for Pace owned vehicles. This inspection must be performed on each Pace owned vehicle, including loaners, every 3,000 miles or every 3 months, whichever comes first.

Before giving the form to the mechanic to carry out the work, the contract manager or maintenance supervisor must fill in the heading of the PM form with the vehicle number, date, and the odometer reading at the last inspection. The date and mileage at the time of the last changes on the designated components must also be filled in.

The mechanic must perform parts or component replacements/change-outs as authorized by the contract manager. The contractor should contact the Pace Paratransit Department or Maintenance Department whenever a major change-out or repair is needed.

Maintenance staff should refer to the appropriate vehicle manuals for maintenance procedures. All maintenance work on the vehicles must be done in accordance with the manufacturer's recommendations. Once the work is completed, the PM Form must be signed by the mechanic who performed the work or the maintenance manager who is responsible for ensuring that the work is performed.

The PM Report Form is not a complete list of all possible repairs that may be required. Any time a vehicle component or system is not operating properly repair work should be done immediately.

The maintenance manager or designated personnel is responsible for determining that all required inspections are done and that all needed repairs are performed. The original PM Report Form should be filed in the vehicle history file. A clear copy of both sides of the completed PM Report Form must be attached to the appropriate MVS, and submitted to Pace in accordance with the reporting requirements in the contract.



# PARATRANSIT PM FORM

**FOR PARATRANSIT VEHICLES:** Refer to the Maintenance Chapter in the Paratransit Manual for detailed information on Pace Paratransit maintenance requirements.

PM's must be performed every 3,000 miles or 3 months, whichever comes first.

(See below for Fluid Change Intervals)

Vehicle No. \_\_\_\_\_ Date of Last Inspection \_\_\_\_\_  
 Date Completed \_\_\_\_\_ Mileage at Last Inspection \_\_\_\_\_  
 Mileage \_\_\_\_\_ IDOT Due Date \_\_\_\_\_

PM	O.K.	Repairs Made	Add'l Repairs Needed	DESCRIPTION	O.K.	Repairs Made	Add'l Repairs Needed
<b>INTERIOR</b>							
1) Check & Lube operators seat & seatbelt				<b>ENGINE COMPARTMENT</b>			
2) Check horn				36) Check & repair all fuel, oil, coolant, transmission & power steering leaks			
3) Check steering wheel for excessive play				37) Check all fluid levels			
4) Check instrument panel lights & gauges				38) Inspect all hoses & clamps			
5) Check all seats				39) Lube accelerator & transmission linkage			
6) Check all mirrors				40) Check exhaust system			
7) Check windshield wiper & washer operation				41) Check alternator output			
8) Check sun visor				42) Check motor mounts			
9) Check insurance decal and vehicle registration				43) Check serpentine belt			
10) Check step & floor coverings				44) Drain fuel separator			
11) Check door operation - all				45) Check fan shroud			
12) Lube all door locks, latches and hinges				<b>UNDERCARRIAGE</b>			
13) Check handrail & stanchions				46) Inspect for any frame or cross member damage			
14) Check fire extinguisher-gauge & tag				47) Check brake lining - lines & hoses - brake test			
15) Check all interior trim & panels				48) Check ball joints			
16) Check all interior lighting & mountings				49) Check all steering components			
17) Check front & rear heater operation				50) Check all suspension components			
18) Inspect all restraint belts				51) Check differential for leaks & fluid level			
19) Check all windows, latches & rear optical lens				52) Check drive line			
20) Check emergency windows & roof hatch operation				53) Check fuel tank for leaks & strap condition			
21) Clean A/C evaporator filter				54) Clean then grease all grease fittings			
22) Check front & rear A/C operation				<b>LIFT MAINTENANCE</b>			
23) Check emergency brake operation & light				55) Clean the Bridge Hinge			
24) Check reflector kit				56) Lube with penetrating oil as designated in the lift service manual			
25) Check shift/lock system				57) Lube with Multi-purpose grease as designated in the lift service manual			
26) Check Echovision & back-up alarm system				58) Check fluid level			
<b>EXTERIOR</b>				59) Check manual operation of lift			
27) Check all exterior lights & reflectors				60) Check interlock & warning alarm			
28) Inspect for body damage; report all				<b>ROAD TEST</b>			
29) Check & replace any worn or damaged tires							
30) Check & inflate tires to proper tire pressure							
31) Torque all axle studs							
32) Torque all wheel studs							
33) Clean battery & tighten cable ends							
34) Clean A/C Condensor							
35) Check mud flap condition							

FILTERS & FLUIDS	FILL IN DATE & MILEAGE OF LAST CHANGE		INDICATE CHANGES MADE DURING CURRENT PM
	DATE	MILEAGE	
61) Change engine oil & filter - □ 3,000 miles 6.5 & 7.3 □ 5,000 miles 6.0 turbo diesel			
62a) Replace fuel filter - 6.0 & 7.3 turbo diesel 15,000 miles.			
62b) Replace fuel filter - 6.5 turbo diesel 30,000 miles			
63) Check air intake system, change air filter - 15,000 miles			
64) Check radiator cap pressure - annually (10-30 psi)			
65a) Change coolant 6.0 & 7.3 turbo diesel - Green - 30,000 miles, Consult maintenance schedule for required additives Yellow - 100,000 miles, After initial change every 50,000 miles			
65b) Change coolant 6.5 turbo diesel - 150,000 miles (Dex cool)			
66a) Change trans fluid & filter - 6.0 & 7.3 turbo diesel - 30,000 miles			
66b) Change trans fluid & filter - 6.5 turbo diesel - 50,000 miles			
67a) Change differential fluid - 6.0 & 7.3 turbo diesel - 50,000 miles			
67b) Change differential fluid - 6.5 turbo diesel - 15,000 miles			
68) Check crankcase depression regulator valve system - 6.5 turbo diesel - 60,000 miles			

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**TURN FORM OVER.**

**BACK OF PM FORM MUST BE COMPLETED.**

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**SPECIAL INSTRUCTIONS SECTION**

**Repairs Made - Note repairs that were made at the time the PM was performed**


**Additional Repairs Needed - Record specific information on repairs that are needed.**


**Refer to the Appropriate Manuals for Maintenance Procedures in accordance with the Manufacturer's Recommendations for Vehicle and other Components. If further assistance is needed, contact Pace's Maintenance Department at (708) 331-9127.**

**THIS IS TO CERTIFY THAT EACH ITEM HAS BEEN CHECKED ACCORDING TO THE INSTRUCTIONS:**

MECHANIC'S SIGNATURE \_\_\_\_\_

(Required)

### 3. ACCIDENT & INCIDENT HANDLING PROCEDURES

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#### DEFINITIONS

Accident: Collision of a vehicle with any object (e.g. another vehicle, a stationary object, etc.), or an occurrence involving the vehicle that results in passenger endangerment (e.g. braking causing a passenger to fall, etc.) regardless of damage, passenger injury, or possible injury, or an occurrence that results in passenger injury.

Preventable Accident: An accident that occurs because the driver did not do everything that could reasonably be expected in order to avoid the accident.

Non-preventable Accident: An accident that occurs even though the driver has done everything that could reasonably be expected in order to avoid the accident.

Incident: Any unusual occurrence near a Pace vehicle such as observed passenger altercations, vandalism, or an observed accidents with no vehicle involvement. Incidents of any nature which involve the safety of an individual, other passengers, or the driver must immediately be reported to Pace in accordance with Pace's Accident Notification Procedures cited in this chapter.

#### A. ACCIDENT HANDLING AND REPORTING PROCEDURES

The accident handling and reporting procedures outlined in this section apply to Pace and non-Pace owned vehicles unless otherwise noted.

##### 1. General Accident Procedures for the Driver

Each accident/incident must be reported to the dispatcher or carrier project manager immediately. Any driver involved in an accident/incident must complete a Pace Accident/Incident Report Form before leaving the garage on the day of the accident/incident.

In the event of an accident the following steps should be taken:

##### STEP 1

Keep calm and be courteous.

##### STEP 2

Stop immediately.

Determine or ask if anyone needs medical assistance. If assistance is required, notify the dispatcher. (The dispatcher should call for an ambulance and notify the carrier's project manager and/or police.)

Report accident to dispatcher or carrier's project manager. Be sure to notify them of any injuries that may have occurred.

Get the license numbers of any other vehicles that may be involved

Determine damage. Avoid obstructing traffic if possible.

STEP 3

Ask passengers and witnesses to complete and sign courtesy cards.

Record information on the Accident/Incident Report Form enclosed in the accident report packet.

Wait for the police to arrive. Provide police with facts and information regarding the accident. (Make no statements regarding your innocence or guilt.)

STEP 4

Check with your carrier's project manager on the necessity and arrangements for drug/alcohol screening.

Submit to drug/alcohol screening, if requested.

**IMPORTANT** - Make no statement to anyone except an officer of the law or a Pace representative or your bus company's representative at the accident/incident scene. (Make no statements regarding your innocence or guilt. Provide only facts and information regarding the accident.)

If the accident involves an unattended vehicle or a fixed object, take reasonable steps to locate and notify the owner. Whether or not you find the owner, ask your dispatcher to notify the police and when the police arrive, file a report.

Whenever a passenger is involved in an accident/incident on your vehicle, even if the passenger does not claim injury, the driver must fill out a Pace Accident/Incident Report.

Any driver who is involved in an accident/incident and fails to complete a Pace Accident/Incident Report Form on the day of the occurrence or fails to report the occurrence at any time may be prohibited from performing service for a Pace funded paratransit project. Pace has no interest in the manner in which contractors performs its business or oversees its employees except as such matters impact upon the delivery of Pace mass transit service to the general public. Nor is Pace intent upon establishing any terms or conditions as to this individual's continued employment as Pace is not his/her employer.

**2. Accident Procedures for Dispatcher and/or Project Managers**

Each contractor must have written procedures for handling accidents and other emergencies which comply with Pace requirements. All staff members, including drivers, must be familiar with the contractor's procedures and with Pace requirements.

In the event of an accident, the driver will immediately report the accident to the dispatcher or local project manager.

Once notified of an accident, the dispatcher and/or project manager must take the following steps:

STEP 1

Determine if anyone is injured and notify the local police and emergency vehicles.

STEP 2

Immediately contact Pace.

STEP 3

Dispatch a road supervisor to the scene of a serious accidents/incidents.

### 3. Serious Accident/Incident Notification procedures

Serious accident/incidents which involve injuries requiring transport from the scene or requiring any vehicle to be towed from the scene or any other event of a serious nature must be immediately reported to Pace, regardless of the time of the occurrence by calling the following number:

**Accident/Incident PACE Emergency Line (847) 228-4200**

### 4. Minor Accident/Incident Notification Procedures

Accident/Incidents which do not involve injuries requiring transport from the scene or require any vehicle to be towed from the scene or any other event of a serious nature, but do involve claims of bodily injury, potential claims of bodily injury, and/or combined property damage in excess of \$500.00 must be reported to Pace at 1-847-228-4200 during normal business hours. If this category of accident/incident occurs after hours, a completed Pace Preliminary Report of Bus Accident/Service Interruption Form detailing the events of the accident/incident must be emailed to [compliance@pacebus.com](mailto:compliance@pacebus.com) on the day of the accident/incident.

**Note:** It is important that you notify Pace if you are uncertain as to the amount of damage or if it appears that the damage could possibly exceed \$500.00.

### 5. Vehicle Accidents and Breakdowns

The carrier will be required to respond to vehicle accidents/breakdowns in a timely manner. A summary of the procedures for handling a vehicle accident/breakdown is as follows:

- The driver is required to inform the dispatcher that a vehicle accident or breakdown has occurred.
- The dispatcher will record the incident in the tracker notes in the scheduling software, time stamping the occurrence.
- The carrier must send a rescue vehicle within thirty (30) minutes of the accident/breakdown. This standard shall be met unless extenuating circumstances exist.

### 6. Post Accident Drug and Alcohol Testing Procedures

Complete the Pace post accident drug and alcohol testing decision maker form to determine if the driver needs to be sent for post accident drug/alcohol testing.

All safety sensitive employees involved in an accident shall undergo **NIDA-5** drug testing and breath alcohol testing if any of the following conditions are met:

- An individual dies
- An individual suffers injury and immediately receives medical treatment away from the scene of the accident (this includes injuries to the driver) **AND** the employee's performance cannot be discounted as contributing to the accident
- If any vehicle involved incurs disabling damage and is transported away from the scene by a tow truck or other vehicle **AND** the employee's performance cannot be discounted as contributing to the accident

Any other safety sensitive employee (e.g. mechanic, dispatcher, etc.) whose performance could have contributed to the accident or incident must also be tested for drugs and alcohol. This will be determined by the project manager/supervisor, using the best information available at the time of the accident or incident. If it is determined that the employee could have contributed to the accident than a separate decision maker form should be filled out and a determination should be made as to a drug and alcohol test on the other employee.

Instructions and procedures for drug/alcohol testing can be found at the end of Chapter 4.

**NOTE:** If any employee must be tested for drugs and alcohol following an accident or incident, that person may not perform safety sensitive functions in Pace paratransit service until Pace has received the required post accident drug/alcohol testing documentation and has authorized the individual to resume safety sensitive functions. Refusal to sign the necessary forms for drug/alcohol testing, or refusal to be tested will result in the employee being prohibited from performing safety sensitive functions in Pace funded service.

## 7. Accident & Incident Report Procedures

Every contractor must follow the Accident/Incident Reporting Procedures outlined in this chapter. These are the same procedures taught during Paratransit Drivers Training and contained in the Pace Paratransit Bus Operator's Manual.

A Pace Accident/Incident Report must be completed and submitted to Pace for each and every accident or incident that occurs with Pace or non-Pace owned vehicles. Even occurrences where passengers do not claim injury or where there is no vehicle damage must be reported. Events of an unusual nature must also be reported on the Pace Accident/Incident Report form. Incidents of any nature which involve the safety of individuals, other passengers, or the driver should immediately be reported to Pace using the Pace Emergency number 847-228-4200. This especially includes events which involve violent, seriously disruptive, and/or unsafe behavior by passengers.

Please note the following examples of occurrences requiring a Pace Accident/Incident Report:

- The bus is at the curb waiting to pick up a passenger when a car strikes the rear bumper. There is damage to the bus or the car. (The police must also be notified.)
- The car in front of your bus stops suddenly. You strike the rear bumper of the car. There is no damage to either vehicle. (The police must also be notified.)
- The car in front of you brakes suddenly causing you to put the brakes on. A passenger slips off the seat while the bus is stopped. The passenger insists that he is not hurt, and refuses to give you his name.
- Two passengers on your bus are having an argument. One of the passengers strikes the other. No one is injured.
- You operate a non-Pace owned van in your service. You have finished your route for the day and while returning to the garage another car strikes the side of your vehicle. Your van is not damaged and there is no apparent damage to the other car. (The police must also be notified.)

### Review, Sign and Mail The Pace Accident/Incident Report

A Pace Accident/Incident Report form must be emailed to Pace the same day as the accident and the original report must be mailed to Pace **within 24 hours** of any accident or incident. In the event of an accident the Post Accident Drug and Alcohol Testing Decision Maker Form must be mailed in with the Pace Accident Report. Pace reserves the right to require Accident/Incident Reports to be submitted immediately.

#### Email a copy of the Pace Accident/Incident Report to:

*Compliance@pacebus.com.*

#### Mail the original Pace Accident/incident Report (Pace and non-Pace owned vehicles) to:

*Pace Paratransit Compliance  
547 W. Jackson Boulevard – 10th Floor  
Chicago, IL 60661*



**Maintain a copy of the Pace Accident/Incident Report in your files.**

*A copy of the Pace Accident/Incident Report and copies of all other information related to the accident should be maintained in such a manner as to make it easily accessible. The contractor should have this information readily available should it be needed by Pace's staff.*

**Notify your insurance carrier of the accident/incident.**

**Evaluate driver's performance**

*Contractors must evaluate the performance of any employee involved in an accident or incident to determine the need for retraining and/or disciplinary action. Specific Pace guidelines relating to retraining and disciplinary action are contained in Chapter 4.*

**Physical Damage to Pace Owned Vehicles**

*Pace expects the contractor to perform repairs to Pace owned vehicles in a timely manner. If the damage is major, the contractor should contact Pace to discuss the proposed repairs. The contractor must submit a copy of the final invoice or work order documenting that the repairs have been performed.*

**B. PACE FORMS AND INSTRUCTION**

Pace Accident Incident Report

Post Accident Drug and Alcohol Decision Making Form

Pace Preliminary Report of Bus Accident/Service Interruption

## 1. Pace Accident/Incident Report Form and Instructions

- (a) A Pace Accident/Incident Report must be completed for any accident or incident which occurs in Pace Paratransit service, regardless of whether the vehicle is Pace owned or non-Pace owned.
- (b) The driver must fill out the Pace Accident/Incident Report form by the end of the work day during which the accident/incident occurred. Assistance may be provided if necessary, but the report must be filled out by the driver in his/her own handwriting.
- (c) All boxes on the report must be filled out. If the information requested does not apply to the accident or incident being reported, the driver should write N/A in the box. Do not leave any blank spaces.
- (d) When filling out the report, enter the name and location of the paratransit project in the space for Bus Company (e.g. John Doe Bus Company, Anywhere, IL). Enter the vehicle number in the space for the vehicle.
- (e) Ensure that information about other vehicles, drivers, and/or fixed objects is complete.
- (f) The driver must sign the report.
- (g) The contractor's project manager must review the Pace Accident/Incident Report to ensure that it has been properly completed. Once the report is reviewed, it must be signed by the project manager and emailed to Pace the same day or next business day. Do not hold the Accident/Incident Report for additional information such as the police report and/or estimates. Police reports and estimates must be sent to Pace as soon as they are received.


### **Email a copy of the Pace Accident/Incident Report to:**

*Compliance@pacebus.com.*

### **Mail the original Pace Accident/incident Report (Pace and non-Pace owned vehicles) to:**

*Pace Paratransit Compliance  
547 W. Jackson Boulevard – 10th Floor  
Chicago, IL 60661*

PACE REPORT # \_\_\_\_\_

		<b>ACCIDENT / INCIDENT REPORT</b> PLEASE PRINT ALL INFORMATION			<b>FOR PACE USE ONLY</b> _____ _____			
		BUS DIVISION / PROJECT / SERVICE		DATE OF OCCURRENCE		DAY OF WEEK S M T W R F S	TIME OF OCCURRENCE <input type="checkbox"/> AM <input type="checkbox"/> PM	
ROUTE #	RUN #	# OF PASSENGERS	DIRECTION OF TRAVEL		VEHICLE #			
STREET WHERE INCIDENT OCCURRED			AT INTERSECTION WITH					
CITY			COUNTY					
IF NOT AT INTERSECTION _____ FEET _____ MILES <b>N E S W</b> OF _____ NEAREST HIGHWAY, STREET OR LANDMARK (CIRCLE ONE)								
<b>OCCURRENCE</b> <input type="checkbox"/> 1 FRONT END <input type="checkbox"/> 2 SIDESWIPE <input type="checkbox"/> 4 AT AN ANGLE <input type="checkbox"/> 5 BACKING <input type="checkbox"/> 6 REAR END <input type="checkbox"/> 7 VANDALISM <input type="checkbox"/> 8 PASS. INJURY <input type="checkbox"/> 9 FIRE <input type="checkbox"/> 11 BLIND REPORT <input type="checkbox"/> 12 OTHER _____		<b>INVOLVING</b> <input type="checkbox"/> 1 PEDESTRIAN <input type="checkbox"/> 2 MOTOR VEH. IN TRAFFIC <input type="checkbox"/> 3 PARKED MOTOR VEHICLE <input type="checkbox"/> 6 LIFT <input type="checkbox"/> 7 FIXED OBJECT <input type="checkbox"/> 8 MOTORCYCLE <input type="checkbox"/> 9 DOOR <input type="checkbox"/> 10 OTHER _____		<b>PASSENGER ACTION</b> <input type="checkbox"/> 1 BOARDING <input type="checkbox"/> 2 ALIGHTING <input type="checkbox"/> 4 FELL OFF SEAT <input type="checkbox"/> 5 IN MOTION WITHIN VEHICLE <input type="checkbox"/> 6 DISTURBANCE <input type="checkbox"/> 7 OTHER _____		<b>TYPE OF TRIP</b> <input type="checkbox"/> 1 DIAL-A-RIDE <input type="checkbox"/> 2 REGULAR <input type="checkbox"/> 3 OFF ROUTE / DETOUR <input type="checkbox"/> 4 DEADHEAD <input type="checkbox"/> 5 AT GARAGE <input type="checkbox"/> 6 SERVICE CALL <input type="checkbox"/> 7 OTHER _____		
<b>DRIVER #1 PACE DRIVER</b>		SOCIAL SECURITY #		DRIVERS LICENSE #		EXPIRATION DATE		
		NAME			HOME PHONE#		BADGE #	
		ADDRESS			NATURE OF INJURIES, IF ANY			
		CITY		STATE	ZIP	IF INJURED TAKEN TO		
		DESCRIBE DAMAGE TO PACE VEHICLE						
<b>DRIVER VEHICLE #2</b>		NAME			DRIVERS LICENSE #		HOME PHONE #	
		ADDRESS			NATURE OF INJURIES, IF ANY		WORK PHONE #	
		CITY		STATE	ZIP	IF INJURED TAKEN TO		
<b>VEHICLE #2 INFORMATION</b>		DIRECTION OF TRAVEL #2	# OF PASSENGERS #2	TYPE OF VEHICLE		MAKE	MODEL	YEAR
		LICENSE PLATE # / STATE & YEAR			INSURANCE COMPANY			FIXED OBJECT
		DAMAGE TO VEHICLE #2, IF ANY						
		OWNERS NAME #2			STREET ADDRESS			CITY
<b>PASSENGER PEDESTRIAN</b>		NAME			SEX	DATE OF BIRTH		HOME PHONE #
		ADDRESS			NATURE OF INJURIES			WORK PHONE #
		CITY		STATE	HOSPITAL TAKEN TO			
<b>PASSENGER PEDESTRIAN</b>		NAME			SEX	DATE OF BIRTH		HOME PHONE #
		ADDRESS			NATURE OF INJURIES			WORK PHONE #
		CITY		STATE	HOSPITAL TAKEN TO			
<b>PASSENGER PEDESTRIAN</b>		NAME			SEX	DATE OF BIRTH		HOME PHONE #
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**PLEASE PRINT ALL INFORMATION**

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## 2. Post Accident Drug and Alcohol Testing Decision Maker Form and Instructions

1. This form must be completed for every accident which occurs in Pace Paratransit service. See section 3.1 of your Pace Paratransit Contractors Manual for the definition of an accident.
2. When filling out the form, you must complete the section under accident information providing the date and time of the accident, the employee name and the employee ID#.
3. All questions on the forms must be answered. If the question does not apply to the accident, you should write N/A in the space provided.
4. If there was a human fatality a DOT post accident drug and alcohol test must be performed.
5. If an individual suffered a bodily injury and immediately received medical treatment away from the scene (regardless if the individual was in the Paratransit vehicle or not) **AND** the employee's performance CANNOT be discounted as a contributing factor to the accident, a DOT post accident drug and alcohol test must be performed. *(If the employee's performance can be discounted as a contributing factor to the accident you must NOT perform a DOT post accident drug and alcohol test.)*
6. If there was disabling damage to the Paratransit vehicle or any other vehicle and the vehicle was towed away from the scene **AND** the employee's performance CANNOT be discounted as a contributing factor to the accident, a DOT post accident drug and alcohol test must be performed. (See Federal Regulations Section 655.4 for the definition of disabling damage). *If the employee's performance can be discounted as a contributing factor to the accident you must NOT perform a DOT post accident drug and alcohol test.)*
7. Contractors must also determine if any other covered employees performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision. If it is determined that the employee could have contributed to the accident than a separate decision maker form should be filled out and a determination should be made as to a drug and alcohol test on the other employee.
8. If the alcohol test is not administered within two hours following the accident, you must indicate this on the form stating the reasons the alcohol test was not promptly administered.
9. If the alcohol test is not administered within eight hours following the accident, you must cease attempts to administer an alcohol test and indicate on the form the reason for not performing the alcohol test.
10. If the drug test is not administered within 32 hours following the accident, you must indicate on the form the reason for not performing the drug test.
11. The decision maker form must be signed by the dispatcher or individual designated to determine if a post accident d/a test is required and the road supervisor.
12. An employee who is subject to post-accident testing who fails to remain readily available for such testing will be deemed to have refused to submit to testing.
13. You must submit a copy of the post accident decision making form to Pace with the Pace Accident Report form.

### Post-Accident Drug and Alcohol Testing Decision Maker form

#### DECISION MAKER FORM

The Federal Transit Administration (FTA) drug and alcohol testing regulation (49 CFR Parts 655) requires that safety-sensitive employees involved in a vehicle accident (as defined below) submit to tests for alcohol misuse and prohibited drug use as soon as possible following the accident. 49 CFR Part 655 also requires the testing of any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the manager or supervisor at the scene using the best information available at the time of the decision.

**Accident Information:**

Date of Accident \_\_\_\_\_ Time of Accident: \_\_\_\_\_ AM/PM

Employee Name: \_\_\_\_\_ Employee ID #: \_\_\_\_\_

**Decision Questions:**

**Was it an FTA-defined accident (49 CFR Part 655.4)?**

- 1. Was there a human fatality? Yes \_\_\_ No \_\_\_ **(If Yes, a DOT/FTA Post-Accident test is required)**
- If there was **no** fatality, ask the following questions:
  - 2. Has any individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident? Yes \_\_\_ No \_\_\_
  - 3. Was there a disabling damage to the company vehicle (if bus, van, or automobile) or any other vehicle as a result of the occurrence and the vehicle was transported away from the scene by a tow truck or other vehicle? Yes \_\_\_ No \_\_\_

*If you answer YES to any of these three questions, a DOT/FTA Post-Accident test is required unless you also answer YES to the following question*

- *Can you determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident? Yes \_\_\_ No \_\_\_*

*(Any reason for NOT conducting a Post-Accident test after you've answered YES to questions 1,2 or 3 MUST be documented )*

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- Did the Alcohol Test occur within two hours of the accident? Yes\_\_ No\_\_
- Did the Alcohol Test occur within eight hours of the accident? Yes\_\_ No\_\_
- Did the drug test occur within 32 hours of the accident? Yes\_\_ No\_\_

*(If you check no to any of the above questions please explain)*

---

On scene supervisor: \_\_\_\_\_

Regional Manager \_\_\_\_\_

### 3. Pace Preliminary Report of Bus Accident/Service Interruption Form and Instructions

Accident/Incidents which do not involve injuries requiring transport from the scene or require any vehicle to be towed from the scene or any other event of a serious nature, but do involve claims of bodily injury, potential claims of bodily injury, and/or combined property damage in excess of \$500.00 must be reported to Pace at 1-847-228-4200 during normal business hours. If this category of accident/incident occurs after hours, you must email a completed Preliminary Report of Bus Accident/Service Interruption Form detailing the events of the accident/incident to [compliance@pacebus.com](mailto:compliance@pacebus.com) on the day of the accident/incident.

1. All boxes on the report must be filled out. If the information requested does not apply to the accident or incident being reported, the dispatcher/supervisor should write N/A in the box. Do not leave any blank spaces.


When filling out the report, enter the name of the Paratransit project, date and time the accident or incident occurred. Enter the vehicle number, route/run number, and operator name in the spaces provided.

Ensure that all passenger information including names and I.D#s are included on this form.

Please email this form to [compliance@pacebus.com](mailto:compliance@pacebus.com) on the day the accident/incident occurs.



**Pace Preliminary Report of Bus Accident/Service Interruption Form**

		<b>PRELIMINARY REPORT OF BUS ACCIDENT/SERVICE INTERRUPTION</b>	
Carrier		Caller/Phone#	
Date of Report	Date of Incident	Time of Report	Time of Incident
Route #		Operator	
Bus #		Extent of Damage <input type="checkbox"/> Major <input type="checkbox"/> Minor	
Vehicle Towed <input type="checkbox"/> Yes <input type="checkbox"/> No	Operator Cited <input type="checkbox"/> Yes <input type="checkbox"/> No	Persons Transported to Hospital <input type="checkbox"/> Yes <input type="checkbox"/> No	
D.O.T. D&A Test <input type="checkbox"/> Yes <input type="checkbox"/> No	Hospital		
Location/Direction			
SPECIFIC DETAILS			
ALL INJURED PERSONS AND EXTENT OF INJURY (* - Pace Employees)			
Name	Address	Phone#	Injury
2202 (05-04) Taken by		Routed to	

WHITE-Operations GREEN-Insurance CANARY-MUM PINK-Paratransit GOLD-Communications

## 4. MOBILITY DEVICES

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### A. WHEELCHAIR DEFINITIONS ASSOCIATED WITH PACE ADA TRANSPORTATION

#### Broken or Damaged Wheelchair

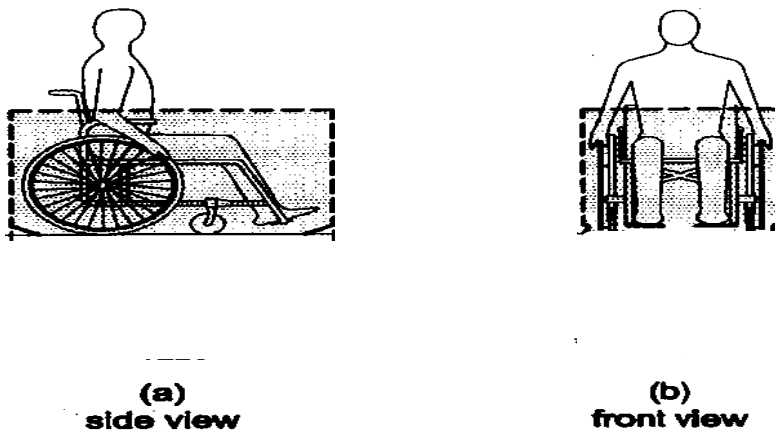
This can be any wheelchair that is battery operated and does not have sufficient power to operate the wheelchair. This can also be any wheelchair that has sufficient damage to wheels, operation handle, seat, etc. that does not allow the wheelchair to operate properly and/or safely. Finally, this can be any wheelchair that cannot be operated properly and/or safely by the rider.

Note: In the event a rider cannot be transported, the driver should contact dispatch for immediate follow up.

### B. WHEELCHAIR PROCEDURES

Pace reserves the right to deny service for a wheelchair that due to the size and weight of the wheelchair cannot be accommodated by the vehicle's equipment used in service. If a wheelchair can be loaded, but cannot be secured forward facing, Pace reserves the right to deny service. See **figure 1**

**Note:** Where necessary or upon request the Contractor may recommend that a wheelchair passenger transfer to the vehicle seat. The Contractor may not require the rider to transfer.




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**Figure 1**  
**Wheelchair or Mobility Aid Envelope**

### **1. How to Measure a Wheelchair**

- Place wheelchair on a flat or even surface.
- Measure the width of the wheelchair, from the front outside wheel to the front outside wheel on the opposite side.
- Measure the width of the wheelchair, from the rear outside wheel to the outside wheel on opposite side.
- Measure the length of the wheelchair, from the front outside wheel to the outside wheel (note this is if the foot rest is not connected to the wheelchair).
- If the foot rest is connected to the wheelchair, measure from the front of the foot rest (which should be measured 2 inches from the ground) to the back of the rear wheel.
- Be sure to record the make and model number for any wheelchair that's measured.
- Also, document any special features that are present on the wheelchair.
- All wheelchair measurements must be forwarded to Pace's Quality Assurance Department for review.

### **2. How to take Pictures of a Wheelchair**

- Stand in front of the wheelchair and take two pictures that show the front view of the wheelchair.
- Stand in the rear of the wheelchair and take two pictures that show the rear view of the wheelchair.
- Stand on both sides of the wheelchair and take two pictures that show both side views of the wheelchair.

E-mail or send a copy of the pictures to Pace's Quality Assurance Manager for the rider's permanent file. Pace will maintain the file and use for future reference.

### **3. Difficulties Securing a Wheelchair**

Individuals who use a wheelchair must permit his/her wheelchair to be secured. If they refuse, the driver should contact the dispatcher for instructions. These individuals are not allowed to ride. However, if the individual permits the driver to secure his/her wheelchair but they are unable to properly secure it, the individual using the wheelchair is allowed to ride. Contractors cannot deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system. In the event the driver cannot secure a wheelchair the driver and dispatcher will follow the procedures below.

- The driver must activate the vehicle drive-cam
- The driver must notify the dispatcher that he cannot secure the wheelchair and wait for dispatcher instructions.
- The dispatcher will code the trip a cancel at the door and add the appropriate tracker notes.
- The dispatcher will confirm the rider's pickup location and inform the driver the ETA of a road supervisor who will be sent to provide the trip.

- When the road supervisor arrives he/she should recommend that the individual transfer to a seat but the passenger is not required to do so. The road supervisor will deliver the passenger to their destination.
- If a road supervisor is unavailable, the dispatcher will instruct the driver to proceed with extreme caution and deliver the passenger to their destination. If seating is available and the passenger is able to do, the driver should recommend that the individual transfers to a seat but the passenger is not required to do so.
- The passenger should be referred to Pace's Quality Assurance Manager so that an alternative securement device aid can be provided to the passenger.

If the rider wants to file a complaint, the rider should be referred to Pace Customer Relations at 800-606-1282, option #2.

#### **4. Difficulties Loading a Wheelchair**

In some cases drivers maybe unable to load a wheelchair or the secure it forward facing due to the size or positioning of passengers already on board the vehicle. In the event the driver cannot load a passenger due to these type circumstances the driver and dispatcher will follow the procedures below.

- The driver must activate the vehicle drive-cam.
- The driver must notify the dispatcher that the wheelchair cannot be loaded or secured forward facing.
- The dispatcher will code the trip a cancel at the door and add the appropriate tracker notes.
- The dispatcher will confirm the rider's pickup location and inform the driver the ETA of the second vehicle being dispatched to provide the trip.

If the rider wants to file a complaint, rider should be referred to Pace Customer Relations at 800-606-1282, option #2.

## 5. FARE COLLECTION INFORMATION

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Fares are payments for rides on Pace-funded Paratransit services. While the use of fare instruments may vary from service to service, the following general information is provided for all Paratransit services. Refer to your contract for specific guidelines and requirements, or to your Project Manager, regarding fare collection for your service.

### A. GENERAL GUIDELINES

Fares can be collected three ways:

1. Cash
2. Transfers (when and where allowed)
3. Prepaid passes or tickets (when and where used)

Fares are collected as passengers board the vehicle. Passengers should pay the exact fare when boarding the vehicle. Vehicle operators are not permitted to make change or handle fares, except as noted below.

As passengers board the vehicle and pay their fares, the fare categories must be noted on the driver's log.

Attendants must pay a fare when accompanying a mobility limited passenger, except on ADA Paratransit services (see below).

Whenever there is a problem with the farebox, the vehicle operator must report it to the dispatcher immediately.

A maximum of two children six years of age and younger may ride free when accompanied by a fare paying passenger.

### B. RIDERSHIP CATEGORIES

One-way passenger trips are recorded by the categories defined below. These categories are general Pace definitions. Refer to your contract for specific information on ridership categories and eligibility for your service.

- **Full Fare Passenger:** Non-disabled rider, twelve years to sixty-four years of age.
- **Non-disabled Elderly:** Any non-disabled rider, age sixty-five and older.
- **Disabled:** Any rider, regardless of age, classified as disabled per the terms of your contract.
- **Student/Children (seven and older):** All grade school children (seven years to eleven years of age) and students ages twelve to twenty traveling to or from school with a valid grade school or high school identification. Passengers who are twelve years and older, not traveling to or from school, are counted as adults.
- **Free Children:** Children six years and younger (or as described in the current service guidelines) accompanied by a fare paying passenger and going to the same destination as the fare paying passenger may ride for free. A maximum of two children accompanied by a fare paying passenger may ride free. Children six years and younger may not ride the vehicle unaccompanied at any time.

### C. CASH FARE PROCEDURES

Drivers operating Pace owned vehicles with fareboxes must not handle fares. Drivers must never make change.

When collecting fares, the operator must do the following:

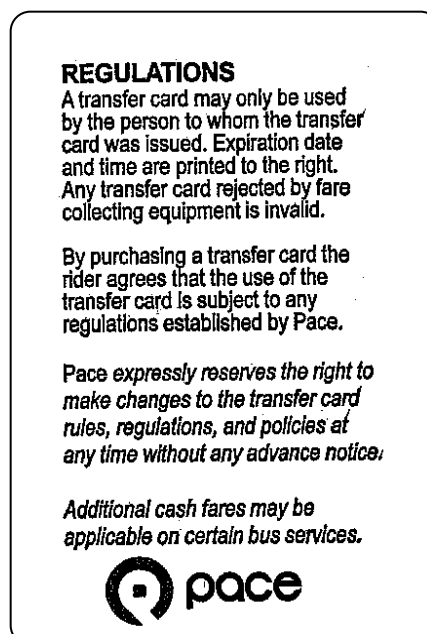
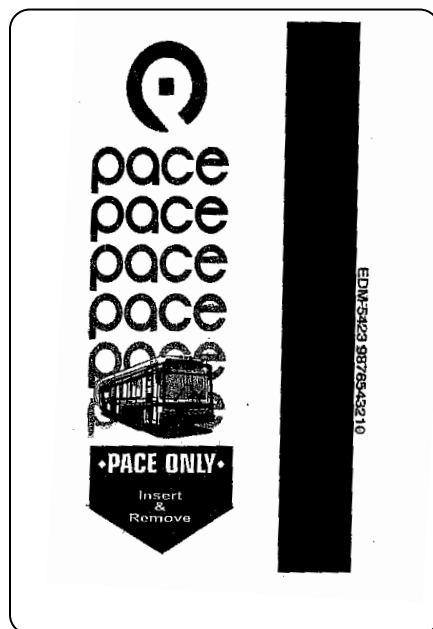
- Direct passengers to deposit money directly into the farebox.
- If a passenger pays with currency, instruct the passenger to unfold bills before depositing in the farebox (portions of bills have no value).
- After money has been deposited, check inspection plate for correct fare.
- If the fare is correct, trip the inspection plate to clear it for the next fare. Do not let more than one fare accumulate on the inspection plate. If the fare is not correct, ask the passenger to deposit the correct fare. If the passenger is unable to deposit the correct fare, contact the dispatcher for further instructions.
- For passengers who are physically unable to deposit their fare into the farebox, the passenger may give the fare to the vehicle operator. The vehicle operator will verify the correct fare amount and will immediately deposit the fare into the farebox. If the passenger is accompanied by an attendant, the attendant, not the driver, should deposit the fare into the farebox.

### D. CASH FARE PROCEDURES FOR VEHICLES WITHOUT A FAREBOX


Drivers will collect the exact cash fare or an ADA Ride Ticket at the time of boarding and before proceeding to the next scheduled destination. Riders should have the exact fare ready at the time of boarding. If the rider cannot produce the exact fare or an ADA Ride Ticket, the driver should immediately notify dispatch for instructions. Drivers are strictly prohibited from making change.

### E. TRANSFERS

Transfers are tickets entitling the bearer to continue from one service or route to another in order to reach their destination, without paying an additional fare.



## CHICAGO ADA PARATRANSIT TRANSFER TICKET SAMPLE



**Pace ADA Paratransit Receipt/Transfer**

**Customer ID#:** \_\_\_\_\_

**Date of Issuance:** \_\_\_\_\_  
(Month/Day/Year)

**Pick Up Time:** \_\_\_\_\_ A.M.  
P.M.

M-0209 10/06      Pace Paratransit Operations, 547 W. Jackson, 10th Floor, Chicago, IL 60661

**1. Procedures for issuing a valid transfer:**

- Drivers must fill out transfer ticket completely
- The transfer must be valid (e.g. the date of the transfer is the current date).
- The transfer must have the passenger's name or ID# clearly written on it.
- The transfer must have the correct time.

**2. Pace Transfer Regulations**

- A transfer ticket is only valid on the date issued for a maximum of two hours between transferring vehicles.
- A transfer may be used only by the person to whom it is issued.
- A transfer is non-negotiable. It cannot be exchanged for a cash refund at any time. It is not good for a round trip on the same service.
- A transfer is valid for a two hour limit from the time issued on any Pace carrier.

- A penalty exists for fraudulent use of a transfer. Anyone using a transfer in violation of these rules is subject to the cost of the fare and suspension of service.
- Transfers are subject to all rules and regulations of Pace.

## **F. HANDLING OF SPECIAL SITUATIONS**

### **1. Objects Accidentally Dropped in Farebox and Over Payment**

If foreign coins, jewelry, or other objects of value are accidentally dropped into the farebox:

1. Ask the passenger to complete a Courtesy Card.
2. Notify the dispatcher.
3. On the back of the Courtesy Card, enter:
  - Time
  - Date
  - Vehicle Number
  - Location of Occurrence
  - Description of Object

Instruct passenger to call the dispatcher or Pace and request the return of the object.

Turn in completed Courtesy Card to dispatcher.

If a passenger accidentally overpays the fare and/or deposits a \$5 bill or larger instead of a \$1 bill, the same procedure is followed, except instruct the passenger to call the dispatcher or Pace and request a refund. Drivers are not permitted to provide change or to collect fares from other passengers to provide change.

### **2. Farebox is Inoperable**

If a farebox is inoperable or broken in such a manner that passengers cannot deposit their fares, the driver should immediately notify the dispatcher to obtain further guidance. Additionally, the contractor should immediately notify the Pace Paratransit Department if any farebox is inoperable for any reason.

### **3. Passenger Refuses To Pay A Fare**

All passengers should pay a fare for each ride taken. If a passenger is unable or refuses to pay a fare, the driver should do the following:

- Ask the rider for the fare
- Activate the drive-cam
- Notify the dispatcher
- Wait for further instructions from the dispatcher
- An operator should never embarrass or accuse the passenger

In the event the driver calls dispatch to report a rider does not have or refuses to pay the full fare the dispatcher should do the following.

- Ensure the driver has requested the correct fare
- Ensure the driver has activated the drive-cam



- Add proper tracker notes in Trapeze to record the incident
- Make a determination if the fare will be waved and the rider transported
- Document the incident and forward to Pace Quality Assurance for follow up
- Always remember that a rider can never be stranded

**Note: If a rider is not at home, Pace has a no strand policy. Therefore, the carrier will be required to transport the rider home. However, the carrier has the right to refuse transport if a rider is at home and does not have the proper fare.**

#### **4. Passenger Does Not Have Correct Fare/Change**

If a passenger does not have the correct fare, the driver should contact the dispatcher for further instructions.

#### **5. Passenger Tries to Use Invalid Method of Payment**

If a passenger attempts to use an invalid method of fare payment (e.g. invalid transfer, expired pass, etc.), the driver should request that the passenger use the proper fare instrument. If the passenger is unable or refuses to present a valid fare instrument or cash, the driver should contact the dispatcher for further instructions. The driver should also complete a Pace Accident/Incident Report form.

**Note: If the dispatcher is not sure how to address a specific situation, contact Pace's Paratransit Department for guidance.**

## **G. ADA PARATRANSIT FARES**

### **1. ADA Paratransit Service**

In addition to the general guidelines outlined in section 5.1, the following items apply to pace ADA Paratransit Service.

- Transfers and ADA/Special Services Tickets are the only non-cash fare instruments accepted on ADA Paratransit services.
- One attendant or companion accompanying a mobility limited passenger may ride at no fare. If space permits, additional companions may accompany the passenger for the same fare as the ADA certified passenger.

### **2. Definition of Riders for ADA Paratransit Service**

Refer to Guidelines and Regulations for definition of riders for services other than ADA. One -way Passenger Trips

Each time a rider boards the vehicle at his pick-up point and leaves the vehicle at his drop off point, it is counted as 1 one-way passenger trip. This includes consecutive stops when riding the same vehicle. Should that same rider use the vehicle for a return trip, it is counted as a second one-way passenger trip (e.g. around trip equals two one-way passenger trips).

## 6. TECHNOLOGY

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### A. PACE MDT SERVICE GUIDELINES & TROUBLESHOOTING GUIDE

The following are general guidelines for troubleshooting Pace owned MDTs.

#### System Wide Issues Related to MDTs

**Emergency MDT Problems** –System wide issues related to MDTS must be reported immediately by calling (847) 275-1487. If a significant number of MDT's are down, if all MDT's are down, if NAK's from a majority of the MDT's at a contractor site are down, or there are problems with numerous MDT's, the issue or issues must be immediately reported regardless of time of day. Such issues indicate potential overall system problems that Pace need to be aware of immediately.

#### Issues Related to a Single Unit

1. **MDT Repairs for a Single Unit** – Issues related to a single MDT must be reported to Pace Paratransit Operations Support at (847) 275-1487 **during normal office hours** (8:00 a.m. – 5:00 p.m. Monday through Friday). Issues with a single unit MDT are not considered emergencies. (See Pace Owned MDT Troubleshooting Guide below).

For normal MDT issues, all appropriate Troubleshooting procedures should be completed before calling the Paratransit Operations Support number.

When calling to report issues with a single unit have the following information:

- The Pace Asset Tag number of the Ranger or BBX
  - Vehicle number in which the Ranger or BBX is installed or was removed.
2. All Rangers and BBX's to be exchanged or to be returned to Pace for repairs must be brought to Pace Headquarters, 550 W. Algonquin Road, Arlington Heights, IL. A date and time must be scheduled with operations support staff.
  3. When exchanging equipment assigned to a specific paratransit vehicle (i.e. rangers, BBXs, etc...) the contractor must complete a Pace Asset Transfer Form so that the equipment's location can be tracked at all times. Spare equipment will not be provided without a completed Asset Transfer Form.

### B. PACE OWNED MDT TROUBLESHOOTING GUIDE

*Problem: No Pickups or Drop-offs are displaying on the MDT unit.*

#### Procedures for Drivers:

1. Make sure that the vehicle is not parked inside the garage.
2. Make sure that the unit is ONLINE. If the unit IS ONLINE the following message will appear at the very top of the screen (*Please note this message may differ slightly depending on which version of the Mentor Mobility software is installed on the Ranger, but it will indicate whether the unit is "online"*):  
  
**“MOBILITY V04R01: ONLINE”.**
3. If the MDT is NOT ONLINE, log off, and log back on to the unit.

4. If the unit is still NOT ONLINE after logging back in, check to see that the BBX is working correctly. The BBX is located in the compartment over the driver. If the BBX is working correctly, the lights on the BBX should be as follows:
  - USB LED – blinking green
  - STAT LED – green or blinking red
  - COV LED – solid green
  - TXD – flashes only when transmitting data
  - GPS – solid green or blinking green (it will likely blink when indoors indicating no GPS lock)

If the LED's do not match the description above, or they are flashing red, report this to the maintenance staff. (Maintenance should contact Pace Operations Support at (847) 275-1487 during normal office hours to do further remote troubleshooting and/or arrange an appointment to pick up available spare equipment at Pace Headquarters in Arlington Heights. When the call is made to Pace the caller must supply the Pace Asset Tag Number on the BBX, which lights, if any, are lit, and the vehicle number in which the BBX is installed.)

#### **Procedures for Dispatchers:**

1. Make sure that the Run is assigned to the correct vehicle. If the assigned vehicle is incorrect and a new vehicle is assigned to the Run, the driver must logoff and log back on to the MDT.

Manually mark all the unperformed trips on the run as '**UNSENT**' (in the Dispatch or Schedule Editor screen). The system should then send the trips to the MDT unit. Progress on resending the trips can be monitored as follows:

- After the trips are marked Unsent, the Send column will first display either no indicator ' ', or three dots '...' on the Trapeze screen.
- The three dots will change to '**TS**' as the Schedule Server processes the trip.
- The "TS" will then change to '**DM**'. The 'DM' indicates "Dispatched By MDT" and the trip or trips will appear on the driver's Ranger MDT screen.
- These status indicators appear automatically as the system processes and sends the trips.

**NEVER** manually mark the Send column with '**DM**'. Trips manually marked as DM will never be sent to the MDT as this means the trip has already been sent.

Make sure that the trips for the assigned run are within four (4) hours of the current time. The Ranger will only display unperformed trips that are within a window of TWO (2) hours before and FOUR (4) hours after the current time.

If the trips still do not appear on the screen and the driver has performed all of the troubleshooting procedures listed above, the dispatcher must manually dispatch the run for the remainder of the day. All trips manually dispatched/sent must be marked with 'DV' (Dispatched By Voice) and all actual trip arrivals and departs must be done manually on these trips. Report this problem to the Maintenance staff. **(Maintenance should contact Pace Operations Support during normal office hours at (847) 275-1487 to do further remote troubleshooting and/or arrange an appointment to pick up available spare equipment at Pace Headquarters in Arlington Heights. When the call is made to Pace the caller must supply the Pace Asset Tag Number on the unit, which lights, if any, are lit, and the vehicle number of the vehicle in which the BBX is installed.)**

*Problem: Vehicle is Displaying "NAK" in MDT Center.*

#### **Procedures for Dispatchers:**

1. If “NAK” messages are being displayed on the MDT Center screen for a vehicle having MDT problems, it means that communication between Dispatch and the vehicle is not available. This occurs for the following reasons and may be corrected as indicated:
  - Vehicle is parked in the garage or in an area which does not have wireless coverage. No wireless signal is available for the MDT to communicate. **Recommended Action** – Direct the driver to move to new location (may only require a few feet.) and attempt to login again.
  - Direct the driver to log in and out more than once.
  - Verify that the vehicle is assigned to proper RUN. – If not, assign the correct vehicle to the Run and ask the driver to logout and log back in. Follow the procedures under **No Pickups or Drop-offs are displaying on the MDT unit: Procedures for Dispatchers** described above.
  - Other vehicles are also displaying NAK’s in the MDT Center Screen – This means a potential overall communication or Pace system problem exists. **IF MULTIPLE VEHICLES ARE DISPLAYING NAK’S, CONTACT PARATRANSIT OPERATIONS SUPPORT IMMEDIATELY AT (847) 275-1487 TO REPORT THE PROBLEM.**
  - The unit is not ONLINE – If the screen displays ‘**MOBILITY V04R01: ONLINE**’ at the very top of the screen, the unit is already online. (*Please note this message may differ slightly depending on the version of the Mentor Mobility software installed on the Ranger, but it will indicate whether the unit is “online”.*): If not, it is NOT online. If the MDT is NOT ONLINE, **Recommended Action** - Direct the driver to log off and log back on to the unit.

**IF THE UNIT IS STILL NOT ONLINE AFTER a. THROUGH e. above are completed,** verify the BBX is working correctly. The BBX is located in the compartment over the driver. The lights on the BBX should be as follows:

- USB LED – blinking green
- STAT LED – green or blinking red
- COV LED – solid green
- TXD – flashes only when transmitting data
- GPS – solid green or blinking green (it will likely blink when indoors indicating no GPS lock).

If the LEDs are not displayed as described, they are flashing red, or none of the other possible solutions have worked, report this to the maintenance staff. (**Maintenance should contact Pace Operations Support during normal office hours at (847) 275-1487 to do further remote troubleshooting and/or arrange an appointment to pick up available spare equipment at Pace Headquarters. When the call is made to Pace the caller must supply the Pace Asset Tag from the BBX, IP address from the BBX, if known, and which lights, if any, are lit.**)

*Problem: Some Assigned Pickups or Drop-offs are NOT displaying on the MDT unit.*

#### **Procedures for Drivers:**

1. Log off and log back on to the unit.
2. Make sure that the unit is ONLINE. If the unit IS ONLINE the following message will appear at the very top of the screen(*Please note this message may differ slightly depending on the version of the Mentor Mobility software installed on the Ranger, but it will indicate whether the unit is “online”.*):

### “MOBILITY V04R01: ONLINE’.

If the unit is still not ONLINE, check to see that the BBX is working correctly. The BBX is located in the compartment over the driver. The lights on the BBX should be as follows:

- USB LED – blinking green
- STAT LED – green or blinking red
- COV LED – solid green
- TXD – flashes only when transmitting data
- GPS – solid green or blinking green (it will likely blink when indoors indicating no GPS lock)

If the LED’s not displayed as described above, report this to the maintenance staff. (Maintenance should contact Pace Operations Support at (847) 275-1487 during normal office hours to do further remote troubleshooting and/or arrange an appointment to pick up available spare equipment at Pace Headquarters in Arlington Heights. When the call is made to Pace the caller must supply the Pace Asset Tag Number from the BBX and which lights, if any, are lit.)

#### Procedures for Dispatchers:

1. Manually mark all the unperformed trips on the run as ‘UNSENT’ (in the Dispatch or Schedule Editor screen). The system should then send the trips to the MDT unit. Progress on resending the trips can be monitored as follows:
  - After the trips are marked Unsent, the Send column will first display either no indicator ‘ ’, or three dots ‘...’ on the Trapeze screen.
  - The three dots will change to ‘TS’ as the Schedule Server processes the trip.
  - The “TS” will then change to ‘DM’. The ‘DM’ indicates that the trip appears on the MDT screen.

These status indicators appear automatically as the system processes and sends the trips.

**NEVER** manually mark the Send column with ‘DM’ or ‘DL’, or ‘DV.’ Since these status indicators mark the trip as already sent, the trip will never be sent to the MDT unit.

Make sure that the trips for the assigned run are within four hours of the current time. The Ranger will only display unperformed trips that are within a window of TWO hours before to FOUR hours after the current time.

If the Pickups or Drop-offs are still not appearing on the screen, and the driver has performed all of the troubleshooting procedures listed above, the driver should work off of the paper manifest and the dispatcher will need to manually dispatch the run for the rest of the day. **IMPORTANT: NOTE THE ‘EVID’ AND THE VEHICLE NUMBER FROM THE TRAPEZE SCREEN FOR THE EVENTS THAT ARE NOT DISPLAYING. REPORT THIS INFORMATION TO PACE OPERATIONS SUPPORT STAFF.**

*Problem: There is a wrong time on the MDT unit*

#### Procedures for Maintenance:

2. The Ranger unit should be displaying the system time. It does not generate the displayed time from within the unit. Make sure that all the connections are secure. The lights on the BBX should be as follows:
  - USB LED – blinking green
  - STAT LED – green or blinking red

- COV LED – solid green
- TXD – flashes only when transmitting data
- GPS – solid green or blinking green (it will likely blink when indoors indicating no GPS lock)

*NOTE: It is important to verify that the GPS light on the BBX is GREEN. Since GPS and the time displayed are linked. If the GPS light on the BBX is red, check the antenna on the roof of the vehicle to be sure there is no physical damage or it is missing. If there is damage to the antenna, please call the Operations Support number (847) 275-1487 to set up an onsite service call to repair or replace the antenna.*

Try switching the Ranger unit (if a unit is available).

- If this corrects the problem, report the new equipment serial numbers by calling Paratransit Operations Support at (847) 275-1487 during normal office hours to schedule a time when the malfunctioning Ranger unit can be returned to Pace Headquarters.
- If the time is wrong on the new unit also, this suggests that there is a problem with the BBX/vehicle. Reinstall the Ranger unit which was originally in the vehicle. Contact Pace Operations Support at (847) 275-1487 for further remote troubleshooting and/or direction for resolution of the problem.

*Problem: The map freezes on the MDT unit*

#### **Procedures for Drivers:**

1. Normal operation of the MDT will dim the screen and not allow use of the MDT while the bus is in motion. The voice turn by turn directions will still be working. To be sure that the unit has a problem, park the bus and, if the map is still frozen, report to Maintenance.

#### **Procedures for Maintenance**

1. If a frozen map screen has been reported, verify that the map is frozen.
2. If the map screen is not working, remove and replace the Ranger with another Ranger. If this corrects the problem, report the serial number and assigned vehicle number of the new Ranger to Paratransit Operations Support at (847) 275-1487 during normal office hours and arrange delivery of the malfunctioning Ranger unit to Pace Headquarters. If a spare Ranger is required please inform Operations Support staff during the phone call to allow a spare unit to be prepared and ready for pickup, if available.
3. If problem isn't corrected, replace original Ranger unit and contact Paratransit Operations Support at (847) 275-1487 during normal office hours for further remote troubleshooting and/or direction.

*Problem: The screen is totally dark on the MDT unit*

#### **Procedures for Maintenance:**

1. Check the fuses in the bus.

Check that all the power and cable connections are secure.

Disconnect the power to the Ranger for a minimum of 10 minutes. This can either be done by disconnecting the cable at the rear of the unit, or taking out the fuse. Reconnect the power and see if it works.

If the unit is still not working, replace the Ranger unit with a spare unit.

- If a spare is available and installed, contact Paratransit Operations Support during normal office hours at (847) 275-1487 to report the serial number of the original and replacement Ranger, the vehicle number to which it is assigned, and to schedule an appointment for return of the Ranger to Pace Headquarters.
- If no spares are available at your site, contact Operations Support to schedule return of the old unit and assignment of a spare unit.
- If problem isn't corrected when the Ranger is replaced, contact Paratransit Operations Support during normal office hours at (847) 275-1487 to get further direction on resolving the problem.

*UNDER NO CIRCUMSTANCES SHOULD ANYTHING BE INSERTED INTO ANY OF THE OPENINGS ON THE RANGER OR BBX UNITS. COST OF REPAIRING DAMAGE TO THE EQUIPMENT CAUSED BY THIS ACTION WILL BE CHARGED TO THE CONTRACTOR TO WHICH THE EQUIPMENT WAS LAST ASSIGNED.*

*KEEP IN MIND THAT EQUIPMENT BEING RETURNED TO PACE SHOULD BE WIPED OFF WITH A SOFT DAMP RAG (WATER ONLY).*

*To all Pace Paratransit Contractors who operate vehicles with Pace owned MDT's installed:*

The following steps must be followed when an installed MDT is reported by Pace Paratransit Carrier staff as "down". This applies to all BBX's and Rangers assigned to a carrier site; installed or spare.

*Please note that the attached Guide contains both general guidelines for troubleshooting, return, and repair of MDT's as well as more specific Troubleshooting steps which need to be completed before calling Paratransit Operations Support. Both are important. Please read both and communicate the General and Troubleshooting guidelines to your managers, dispatchers, and maintenance staff.*

1. When a driver reports that the MDT will not connect and receive scheduled trips, the driver cannot login to the MDT, the MDT does not power up, or other problems which prevent the driver from using the installed MDT in service, the first step is to follow the procedures outlined in the attached ***Pace MDT Service Guidelines & Troubleshooting Guide***. Merely following these procedures may get the Ranger or BBX working and avoid having to remove the unit(s) and replace them with a spare.

If the problem remains after completing the steps in the ***Pace MDT Service Guidelines & Troubleshooting Guide*** Pace Operations Support staff should be contacted at (847) 275-1487 to do one of the following:

- If the carrier site already has a spare Ranger or BBX assigned by Pace onsite, the Paratransit Operations Support staff should be contacted at (847) 275-1487 to provide the Pace Asset Tag # of both the broken, removed unit and the unit which is being installed. In addition, if the broken unit is a BBX, Pace will need to make a change on the MDT server within the Pace Trapeze system to activate the new BBX for service. The new BBX will not receive and send data if this change is not made. **A new BBX unit should NEVER be installed in a vehicle without contacting the Operations Support number to alert Pace staff to the change and to allow activation of the new unit.** The Carrier shall also schedule a time and date for return of the BBX or Ranger to Pace Headquarters, 550 W. Algonquin Road, Arlington Heights, IL 60005 for testing and repair.
- If the Carrier site has no spare equipment onsite to replace the Ranger or BBX, the Paratransit Operations Support staff should be contacted at (847) 275-1487 and schedule a time and date for exchange of the problem BBX or Ranger for working equipment at

Pace Headquarters, 550 W. Algonquin Road, Arlington Heights, IL 60005. At the time of exchange of units, Carrier staff will be required to present Asset Transfer forms for the equipment being returned and sign Transfer forms for the receipt of spare equipment received. **NEVER** swap equipment between vehicles without informing Pace.



## **7. REPORTING REQUIREMENTS**

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All private contractors providing paratransit service under direct contract with Pace must comply with Pace Paratransit reporting requirements as specified in this Contract with Pace. Reports contained in this chapter may not be required for all contracts. Refer to the Contract with Pace for specific information regarding reporting requirements

Section I of Exhibit A deals with only some of the reporting requirements. Other reporting requirements are outlined in other sections of this contract. Pace reserves the right to require additional reports.

## A. OPERATING DATA FORM AND INSTRUCTIONS

### Section I

These questions highlight any exceptions to normal operations within the month being reported. Answer the questions regarding condition of the vehicles noting any exceptions by vehicle number.

**Fareboxes and Vaults:** Pace owned Paratransit vehicles must have working fareboxes and vaults. If you have a vehicle with a non-working farebox or vault, list the vehicle number and the farebox number and/or vault number.

**Loaner Vehicles:** Accurate records need to be kept on Pace owned loaner vehicles. If a Pace owned loaner vehicle was in your possession during the month, list the vehicle number and be sure to submit a Monthly Vehicle Summary report form for the loaner even though you may have had the vehicle for only a portion of the month.

### Section II

This section cannot be completed until a **Monthly Vehicle Summary** (MVS) has been compiled for each vehicle. After a MVS has been prepared for each vehicle, summarize the information from each MVS and present the totals on this page.

The information to be provided in this section is for the following categories:

- **Odometer Reading - Pace Owned Vehicles:** For Pace owned vehicles, enter the Pace assigned vehicle number and the beginning and ending odometer readings for the month.
- **Odometer Reading - Vehicles Not Owned by Pace:** For non-Pace owned vehicles, enter the four character vehicle designation assigned by Pace and the beginning and ending odometer readings for the month.

### SECTION III

#### *Monthly Operating Total for All Vehicles*

From your daily records, summarize the following information:

- **Total Revenue Miles:** The total number of miles driven while in revenue service for the month rounded off to the nearest mile. Revenue miles begin when drivers make their first pick-up and end when they make their last drop-off. Miles not associated with actual paratransit service should not be included in the total. Examples of the types of miles that should not be included in this total are deadhead miles (travel to the first pick-up and travel to the garage after the last drop-off), unless specifically authorized in your Contract, trips for IDOT inspections, maintenance work, travel for lunch, etc. Revenue miles will always be less than total vehicle miles.
- **Total Revenue Hours:** The total number of hours the paratransit project is providing revenue service each month (report to the nearest quarter hour. For example, 15 minutes is .25 hours, 30 minutes is .50 hours, and 45 minutes is .75 hours).  
Service hours begin when drivers make their first pick-up and end when they make their last drop-off. Time spent traveling from a drop-off to the next pick-up is included in this category. Hours during which drivers are not actually available for service calls should not be included. This would include deadhead time (unless specifically authorized in your Contract), lunch breaks, trips for IDOT inspections, maintenance work, etc.  
While time spent by drivers for pre-pullout checks and other activities prior to the beginning of service, and time spent to close out the vehicle and records after the end of service, are included in payroll hours, they are not included in total revenue hours.
- **Total Days in Service:** The total number of days the paratransit project is in service for the month.



## B. MONTHLY VEHICLE SUMMARY FORM (MVS) AND INSTRUCTIONS

### 1. Vehicle Information Section

**Pace-assigned Vehicle Number:** Pace owned vehicles will have an assigned four digit number. Non-Pace vehicles will have an assigned four character designation.

**Vehicle Type:** Champion, Eldorado, Dodge Caravan, Ford E350, Toyota Prius, etc.

**Possession of Vehicle:** Indicate whether or not the vehicle was in your possession all month. If not, indicate starting and ending dates. Even if the vehicle was not in your possession the entire month, you must submit a MVS for the number of days the vehicle was at your property.

### 2. Odometer Mileage Section

From your daily records, enter the ending mileage from the end of the last day of service for the month.

Also from your records, enter the beginning mileage from the start of the first day of service for the month. If the vehicle was in your possession all month, the beginning reading you report must always be the same as the previous month's ending reading.

If reporting on a loaner vehicle that was not in your possession all month, enter the ending mileage from the end of the last day of service at your property. The beginning mileage for a loaner vehicle must be the beginning mileage recorded on the date the vehicle arrived at your property.

Enter the total cumulative miles for the month by subtracting the beginning odometer reading from the ending odometer reading.

### 3. Monthly Fuel And Oil Usage Section

From your daily records, enter the total gallons of fuel used in the month. Also, total and enter the total quarts of engine oil added, the total quarts of engine oil changed, and the total transmission oil added during the month.

### 4. Monthly Equipment Repair Section

Information for this section must be summarized from work orders or bills for vehicle service during the month. Do not attach the work orders or bills to the MVS. Keep these in your vehicle file folder for your records. Summarize and report all work performed on each vehicle during the month, including preventative maintenance (PM). Enter information into the appropriate column on the forms as follows:

- **Date:** Enter the date the work was performed.
- **System Code:** Enter one of the twelve system codes listed at the bottom of the MVS. A detailed breakdown of components that fall under each system code has been provided, beginning on page 1-9. Contact your paratransit project manager if you have any questions about which system code to use.
- **Accident Related:** If the work performed was a result of an accident, place a check in the column labeled A/R. (Authorization from Pace Paratransit Department must be received prior to conducting any A/R work on Pace owned vehicles. See Chapter 2, Maintenance.)
- **Under Warranty:** If the work performed was done under warranty, place a check in the column labeled U/W. A copy of the Warranty Claim Form must be submitted with your Monthly Report. (See Chapter 2, Maintenance.)

- **Total Cost:** Enter the total cost (parts and labor) of the work performed. If more than one system was worked on, enter the cost for each system. If it is not possible to break down costs by system, enter the total cost for all work performed.
- **Brief Description of Work Performed:** Enter a brief description of the work performed for each system. For example, if preventative maintenance was performed, it would be system code 01 and the description would indicate "PM." If you had the brakes relined during the month, it would be system code 07 and the description would indicate "Front brakes relined" or "Back brakes relined."

Report the actual date and mileage of repairs that are listed on the bottom of the PM Form when these items are repaired and a full PM is not completed.

An example of a completed MVS form is included in this section.



PROJECT: \_\_\_\_\_  
 MONTH/YEAR: \_\_\_\_\_

**MONTHLY VEHICLE SUMMARY**

PLEASE SUBMIT ONE SUMMARY FOR EACH PACE OWNED VEHICLE, INCLUDING LOANERS AND NON-PACE VEHICLES

**VEHICLE INFORMATION**

Pace Assigned Vehicle Number \_\_\_\_\_ Vehicle Type \_\_\_\_\_  
 Was vehicle in your possession all month? \_\_\_\_\_  
 If no, what dates was it in your possession? \_\_\_\_\_

**ODOMETER MILEAGE (No Tenths)**

Ending reading \_\_\_\_\_  
 Beginning reading \_\_\_\_\_  
 Total miles \_\_\_\_\_ 0  
 (subtract beginning miles from ending miles)

**MONTHLY FUEL AND OIL TOTAL**

Gallons of Gasoline Fuel \_\_\_\_\_  
 Gallons of Diesel Fuel \_\_\_\_\_  
 Engine Oil: \_\_\_\_\_  
 Quarts of Oil Added \_\_\_\_\_  
 Quarts of Oil Changed \_\_\_\_\_  
 Transmission Oil \_\_\_\_\_

**MONTHLY EQUIPMENT REPAIR**

DATE	SYSTEM CODE	A/R*	U/W**	TOTAL COST	BRIEF DESCRIPTION OF WORK PERFORMED	Mileage

Attach Page 2, if needed

**System Codes**

01 Preventative Maintenance	04 Chasis/Body/Frame	07 Brakes	10 Fuel System
02 Engine	05 Electrical	08 Steering/Suspension	11 Wheelchair Lifts
03 Drive Assembly	06 AC/Heating/Ventilating	09 Tires	12 Other

\*A/R = Accident Related      This information is true and accurate to the best of my knowledge.  
 \*\* U/W = Under Warranty

Prepared By: \_\_\_\_\_

Project: \_\_\_\_\_

Month: \_\_\_\_\_

Vehicle Number: \_\_\_\_\_

<b>MONTHLY VEHICLE SUMMARY CONTINUED</b>
--

DATE	SYSTEM CODE	A/R*	U/W**	TOTAL COST	BRIEF DESCRIPTION OF WORK PERFORMED

**SYSTEM CODE**

- |                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| 01 Preventive Maintenance | 05 Electrical             | 09 Tires           |
| 02 Engine                 | 06 AC/Heating/Ventilation | 10 Fuel System     |
| 03 Drive Assembly         | 07 Brakes                 | 11 Wheelchair Lift |
| 04 Chassis/Body/Frame     | 08 Steering/Suspension    | 12 Other           |

\_\_\_\_\_

\* Accident Related  
 \*\* Under Warranty

## 5. System Codes

### 01 PREVENTATIVE MAINTENANCE

Indicate that a PM was performed by using the code PM. If work is performed that is not part of the standard PM procedure, that work must be noted separately under its appropriate system code.

### 02 ENGINES

Engine: Basic engine components only (i.e. block, pistons, crankshaft, camshaft, heads, oil pumps, governors, flappers, throttle, vortex - fast idle.)

Cooling System: Radiator assembly, fan, water pump, thermostats, and all related fittings, hoses and hardware.

Exhaust System: All exhaust pipes, manifold, mufflers, clamps.

### 03 DRIVE ASSEMBLIES

Transmission: Complete transmission assembly including gears, lines, filters, breathers, electric units, F.I.P.L. sensor, neutral safety switch.

Propeller Shafts: Includes the drive shaft, yokes, u-joints, and differential.

### 04 CHASSIS/FRAME/BODY

Body and Frame: All bulkheads, sheet metal, fiberglass, supports, struts, channels, frames, wheel, wheel wells, bumpers.

Interior: Seats, grab rails, interior mirror brackets, flooring, wall coverings.

Glazing: All glass, mirrors, and window moldings.

Doors, Door Operation: Door mechanisms - including door control valve, motors and emergency exits.

### 05 ELECTRICAL

Electrical and Lighting: Interior and exterior lights, lenses, and related wiring. Battery, alternators, generators, regulators, relays, switches, terminal blocks, and solenoids not included in other parts. Horns and flashers.

Instruments and Gauges: All gauges, corresponding units and sensors.

Ignition System: For gasoline engine vehicles only. Spark plugs, PCV valve, PCV system.

### 06 AC/HEATING/VENTILATION

Air Conditioner: A/C clutch, compressor, condenser, evaporator, heat exchanger, A/C generator, hoses, A/C propeller shaft, condenser fan/motor, filters, blowers, and related items.

Heater/Vent Systems: Heater cores, hoses, motors, filters and related electrical system.

Defroster: Defroster cores, hoses, motors, filters and related electrical equipment.

### 07 BRAKES

Brakes: Drums, lining, pins, bushings, wheel cylinders, rotors, calipers, and all components directly related to brakes.



Pneumatic/Hydraulic: Air lines and necessary tanks, fittings, valves, air dryer, compressor. Not low air gauge.

## **08 STEERING/SUSPENSION**

Front Axle and Suspension: Front axle assembly, all suspension parts, front radius rods, kingpins, draglink, strut rod bushings.

Steering: All steering related items - steering gears, gear housing, drag links, hydraulic pump, propeller shaft, pitman, shafts, steering wheel and column, all related u-joints and yokes, and constant velocity (CV) boots.

Rear Axle and Suspension: Rear axle assembly (axle shafts, differential, gears, housing) and all rear suspension parts, sway bar link, rear radius rods.

## **09 TIRES**

Any work relating to tires, including tire changes and retorquing lug nuts.

## **10 FUEL SYSTEM**

Fuel filter, fuel lines, fuel pump, injectors, fuel tank, fuel vapor system, glow plugs and associated items.

## **11 WHEELCHAIR LIFTS**

All associated lift parts including hydraulic electrical systems, hydraulic cylinder, hydraulic hoses, SAF-T barrier, hand control assembly.

## **12 OTHER**

Radio: Radio, antenna, and necessary wiring.

Farebox: All farebox parts including vaults.

Miscellaneous Accessories: Wipers, wiper motors, destination signs, Q-Straints.

Safety Inspections (IDOT): Semi-annual IDOT safety inspections.



## D. INSTRUCTIONS FOR THE FTA NATIONAL TRANSIT DATABASE SURVEY

### Vehicle Trip Sheet

This form is used by Pace to calculate various passenger and trip statistics for the annual Federal Transit Administration (FTA) report.

In order to compile this data, Pace requires periodic samplings throughout the year. Every quarter, a computer generated random sample is selected to do a daily survey. You will be notified about the specific day and vehicle that are to be surveyed.

If the specified vehicle is out of service on the scheduled day, or if for any other reason the survey cannot be completed as assigned, call Pace Paratransit Department to arrange to substitute a different vehicle or to make up the survey on a different day.

**Vehicle Trip Sheet** must be used for each driver of the survey vehicle for the day. If more trips are taken than can fit on one Vehicle Trip Sheet, additional Vehicle Trip Sheets should be used, and the page numbers should be written in the upper right hand corner. Drivers should be supplied with extra Vehicle Trip Sheets in the event that this is necessary.

Use the following instructions to complete the form:

**Driver Instructions:** It is important to complete this form as accurately as possible. Fill out the non-shaded portions of the form. Please print neatly.

- **Service:** Enter the name of the paratransit project for which this survey is being completed.
- **Driver:** Enter the name of the paratransit driver. If more than one driver uses the vehicle during the survey day, each driver must prepare a separate Vehicle Trip Sheet.
- **Survey Date:** Enter the date in this order - Month/Date/Year - then circle the correct day (“M” for Monday, “T” for Tuesday, etc.).
- **Survey Vehicle:** Enter the number of the vehicle designated for this survey.
- **Vehicle Capacity:** Enter the maximum seating capacity including the driver.

**Deadhead Data Section:** This section provides data on the miles and hours when a vehicle is not in revenue service such as time and miles for travel from the garage to the first pick-up and from the last drop-off to the garage, and time and miles for out of service travel for fueling, maintenance, and other non-revenue activities.

Line 1     **Beginning Odometer Reading:** Enter the odometer reading each time the bus goes into service. For example, enter the odometer reading when leaving the garage at the start of the shift, and when returning to service after lunch, fueling, maintenance, or other out of service activities.

Line 2     **Beginning Time:** Enter the time whenever the bus goes into service. For example, when leaving the garage at the start of the shift, and when returning to service after lunch, fueling, or other out of service activities.

Line 3     **Odometer Reading @ First Pick-up:** Enter the odometer reading at the first pick-up of the shift and the odometer reading at the first pick-up after returning to service from out of service activities.

Line 4     **Time @ First Pick-up:** Enter the time of the first pick-up of the shift, and the time of the first pick-up after returning to service from out of service activities.

- Line 7 **Odometer Reading @ Last Drop-off:** Enter the odometer reading at the last drop-off prior to going out of service for lunch, fueling, maintenance, or other out of service activities and the last drop-off at the end of the shift.
- Line 8 **Time @ Last Pick-up:** Enter the time of the last drop-off prior to going out of service for lunch, fueling, maintenance, or other out of service activities and the last drop-off at the end of the shift.
- Line 9 **Ending Odometer Reading:** Enter the odometer reading when returning to the garage at the end of the shift, and when arriving at the destination for lunch, fueling, or maintenance, or other destination for out of service activities.
- Line 10 **Ending Time:** Enter the time of arrival at the garage at the end of the shift, and the time of arrival at the destination for lunch, fueling, maintenance, or other destination for out of service activities.

**Revenue Data Section:** This section provides data on the miles and hours when a vehicle is in revenue service.

- Line 15 **Number of Passengers:** Enter the number of passengers riding from the pick-up address to the drop-off address. If more than one passenger boards the bus at the same pick-up address, but they travel to different drop-off address, then each trip to a different drop-off address should be recorded on a separate line.
- Line 16 **Pick-up Address:** Enter the address where the passenger(s) is picked-up.
- Line 17 **Pick-up Odometer Reading:** Enter the odometer reading when the passenger(s) is picked-up.
- Line 18 **Time of Pick-up:** Enter the time that the passenger(s) boards the bus.
- Line 19 **Drop-off Address:** Enter the address where the passenger(s) is dropped off.
- Line 20 **Drop-off Odometer Reading:** Enter the odometer reading when the passenger is dropped-off.
- Line 21 **Time of Drop-off:** Enter the time that the passenger(s) departs the bus.

Completed surveys should be returned to the supervisor/dispatcher at the end of the shift.

**Supervisor/Dispatcher Instructions:** Calculate the data in the shaded columns and enter totals as soon as possible after the survey is completed. Calculate and enter the information according to the following directions:

*Start of Service - Deadhead Totals*

- Line 5 **Deadhead Miles:** Subtract Line 1 (Beginning Odometer Reading) from Line 3 (Odometer Reading @ First Pick-up) and enter the result on Line 5. Add the numbers in Column 5 and enter the result on Line 5 Total.
- Line 6 **Deadhead Time:** Calculate the minutes from Line 2 (Beginning Time) until Line 4 (Time @ First Pick-up) and enter the result on Line 6. Add the numbers in Column 6 and enter the result on Line 6 Total.

*End of Service - Deadhead Total*

Line 11 **Deadhead Miles:** Subtract Line 7 (Odometer Reading @ Last Drop-off) from Line 9 (Ending Odometer Reading) and enter the result on Line 11. Add the numbers in Column 11 and enter the result on Line 11 Total.

Line 12 **Deadhead Time:** Calculate the minutes from Line 8 (Time @ Last Drop-off) until Line 10 (Ending Time) and enter the result on Line 12. Add the numbers in Column 12 and enter the result on Line 12 Total.

Line 13 **Total Deadhead Miles:** Add the number on Line 5 Total and the number on Line 11 Total and enter the result on Line 13.

Line 14 **Total Deadhead Time:** Add the minutes on Line 6 Total and the minutes on Line 12 Total, and enter the total minutes on Line 14.

#### *Revenue Service Data*

Line 22 **Trip Distance:** Subtract Line 17 (Pick-up Odometer Reading) from Line 20 (Drop-off Odometer Reading) and enter the result on Line 22.

Line 23 **Passenger Miles:** Multiply Line 15 (# of Passengers) times Line 22 (Trip Distance) and enter the result on Line 23.

Line 24 **Time of Trip:** Calculate the minutes from Line 18 (Time of Pick-up) from Line 21 (Time of Drop-off) and enter this on Line 24.

#### *Totals*

Line 25 **Total Passengers in Sample:** Add the column of numbers in Line 15 (# of Passengers) and enter the total on Line 25.

Line 26 **Total Vehicle Trips:** Count the number of trips (not passengers) taken by counting each line with an entry. The total Vehicle Trips will be equal to the total number of lines completed in the Revenue Service Data Section. Enter this number on Line 26.

Line 27 **Total Trip Distance:** Add the column of numbers in Line 22 (Trip Distance) and enter the total on Line 27.

Line 28 **Total Passenger Miles:** Add the column of numbers in Line 23 (Passenger Miles) and enter the total on Line 28.

Line 29 **Time of Trip:** Add the minutes in Line 24 (Time of Trip) and enter the total on Line 29.

Mail the completed survey to Pace Paratransit Department within one week of the survey date.



## E. REVENUE VEHICLE INVENTORY FORM (A-30) AND INSTRUCTIONS

### Overview

The purpose of the A-30 form is to detail the characteristics of all vehicles in the revenue vehicle inventory at the end of the fiscal year.

### Approach

The reported data represents the inventory of all revenue vehicles (i.e., those used to transport passengers) used to provide public transportation at the end of the fiscal year. For commuter rail (CR), both passenger cars and the locomotives used to pull or push them are included in the inventory.

This inventory identifies the vehicles in total fleet. You should include all revenue vehicles in the inventory:

- Vehicles in operation, (i.e., providing revenue service)
- Spare vehicles
- New vehicles purchased and delivered (but not yet put into revenue service)
- Vehicles out for long term repair
- Vehicles in storage
- Vehicles in a Federal Transit Administration (FTA) approved emergency contingency plan
- Vehicles awaiting sale.

The inventory includes only revenue vehicles at the fiscal year end (FYE). Vehicles in total fleet do not include vehicles that were in use part of the year but were sold or scrapped, and therefore, do not appear on the transit agency books at the FYE.

### Non-Dedicated Vehicles

When the seller of PT service uses non-dedicated vehicles under the agreement (i.e., the vehicles are not used exclusively for the services under contract), you should report data for a representative subset (or sample) of the vehicles. The subset should be large enough to include the number of vehicles operated in annual maximum service (VOMS) and spare vehicles.

For example, a PT agreement is for 20 vehicles for annual maximum service and two spare vehicles. However, the seller used 50 different vehicles at various times throughout the reporting year to satisfy the agreement. You should report data for 22 vehicles that represent the type, age, and manufacturer of the vehicles predominantly used and that are still part of the vehicle inventory at the FYE.

There are reduced reporting requirements for non-dedicated vehicles including demand response –taxi mode (DT/PT).

Taxicab operations are unique in NTD reporting. Typically vehicles are independently owned by the driver. Not all of the vehicle characteristics apply, so the form will automatically classify vehicles for the DT/PT mode as non-dedicated. Also, it would be unusual to have inactive vehicles (e.g., vehicles in storage or awaiting sale) or vehicles purchased with public funding.

- Number of vehicles in total fleet
- Vehicle type code
- Ownership code
- Funding source
- Number of active vehicles in fleet
- Number of Americans with Disabilities Act of 1990 (ADA) accessible (lift-equipped and low floor, with ramp) vehicles in fleet
- Fuel type code
- Seating capacity.

**Grouping Vehicles by Like Characteristics (Sub-Fleet)**

You should group all dedicated transit revenue vehicles in the transit agency's total fleet at the end of the fiscal year, by mode and TOS, according to identical characteristics for the following:

- Vehicle type
- Ownership
- Funding source
- Year of manufacture
- Year of rebuild
- Manufacturer
- Model number
- Fuel type
- Vehicle length
- Seating capacity
- Standing capacity.

You report data for each group of vehicles on one row.

**Detailed Instructions****Number of Vehicles in Total Fleet**

You should report the number of vehicles in the total fleet at fiscal year end (FYE) for the group of vehicles. Total vehicles include both active vehicles and inactive vehicles held at the end of the fiscal year, including those in storage, emergency contingency and awaiting sale.

Active vehicles are the vehicles available to operate in revenue service. Active vehicles include spare vehicles and vehicles temporarily out of service for routine maintenance and minor repairs. Often the number of active vehicles equals or is very close to the number of vehicles available for annual maximum service reported on the Service form (S-10).

Inactive vehicles are either not readily available to be used in revenue service, (i.e. vehicles in storage, emergency contingency vehicles, and vehicles out of service for an extended period of time for major repairs). Inactive vehicles also include vehicles that have been pulled from the active fleet and are awaiting sale.

**Dedicated Fleet**

Dedicated fleet is applicable only to PT services. You should use the **Dedicated Fleet** drop-down menu to indicate that the fleet is dedicated: "Yes", i.e., the vehicles are used exclusively, for the service, otherwise, select "No".

**Vehicle Type**

You should select the vehicle type from the **Vehicle Type** drop-down menu.

**2011 Annual Reporting Manual 184 — Revenue Vehicle Inventory form (A-30) Detailed Instructions**

Except for mileage data, Internet Reporting pre-fills the Revenue Vehicle Inventory form (A-30) from the prior year NTD.



You should edit the pre-filled data as necessary and enter the required data for each group of vehicles. You should use the **Add Vehicle Fleet** button at the bottom of the form to enter data for a new group of vehicles. You should use the **Delete Vehicle Fleet** check box at the end of a row of pre-filled data to delete the row of data for a group of vehicles.

### Number of Vehicles in Total Fleet

You should report the number of vehicles in the total fleet at fiscal year end (FYE) for the group of vehicles. Total vehicles include both active vehicles and inactive vehicles held at the end of the fiscal year, including those in storage, emergency contingency and awaiting sale.

Demand response-taxi (DT/PT) is a new mode beginning in the 2010 Report Year. Previously, taxicabs were part of the demand response mode. You must delete this information from DR vehicle inventory and re-enter under DT/PT mode with any edits.

Active vehicles are the vehicles available to operate in revenue service. Active vehicles include spare vehicles and vehicles temporarily out of service for routine maintenance and minor repairs. Often the number of active vehicles equals or is very close to the number of vehicles available for annual maximum service reported on the Service form (S-10).

Inactive vehicles are either not readily available to be used in revenue service, (i.e. vehicles in storage, emergency contingency vehicles, and vehicles out of service for an extended period of time for major repairs). Inactive vehicles also include vehicles that have been pulled from the active fleet and are awaiting sale.

#### Dedicated Fleet menu selections:

Yes

No

### Dedicated Fleet

Dedicated fleet is applicable only to PT services. You should use the **Dedicated Fleet** drop-down menu to indicate that the fleet is dedicated: “Yes”, i.e., the vehicles are used exclusively, for the service, otherwise, select “No”.

### Vehicle Type

You should select the vehicle type from the **Vehicle Type** drop-down menu.

<b>Vehicle Type menu selections:</b>	
Articulated bus	RL Commuter rail locomotive
AG Automated guideway vehicle	RP Commuter rail passenger coach
AO Automobile	RS Commuter rail, self-propelled passenger car
BR Over-the-road bus	SB School bus
BU Bus	TB Trolleybus
CC Cable car	TR Aerial tramway
DB Double decked bus	TS Taxicab sedan
FB Ferryboat	TV Taxicab van
HR Heavy rail passenger car	TW Taxicab station wagon
IP Inclined plane vehicle	VN Van
LR Light rail vehicle	VT Vintage trolley / streetcar

#### Ownership Code selections:

1. LPPA – Leased under lease purchase agreement by a public agency
2. LPPE – Leased under lease purchase agreement by a private entity
3. LRPA – Leased or borrowed from related parties by a public agency
4. LRPE – Leased or borrowed from related parties by a private entity
5. OOPA – Owned outright by public agency (includes safe harbor leasing agreements where only the tax title is sold)
6. OOPE – Owned outright by private entity (includes safe harbor leasing agreements where only the tax title is sold)

- 7. TLPA – True lease by a public agency
- 8. TLPE – True lease by a private entity
- 9. OR - Other

**Funding Source Code selections:**

- 1. UA – Urbanized Area Formula Program
- 2. OF – Other Federal funds
- 3. NFPA - Non-Federal public funds
- 4. NFPE - Non-Federal private funds

**Year of Manufacture**

You should report the year of manufacture for the vehicles. This is when the vehicles were originally built.

**Year of Rebuild**

If applicable, you should report the year of rebuild for the vehicles. This is for work done to vehicles to increase their useful lives so that they will operate longer at an acceptable level of reliability.

**Manufacturer**

You should report the original manufacturer of the vehicle. The manufacturer of the vehicle body (final vehicle manufacturer) is defined as the manufacturer (e.g., National Coach Corporation (NCC) is the manufacturer of a vehicle with an Escort chassis, but manufacture by NCC). For vehicles manufactured by Flxible Corporation, use the choice FLX – Flxible Corporation.

AAI	Allen Ashley Inc.	EDN	EIDorado National (formerly El Dorado/EBC/Nation al Coach/NCC	NEO	Neoplan - USA Corporation
ABI	Advanced Bus Industries	EII	Eagle Bus Manufacturing	NFA	New Flyer of America
ACF	American Car and Foundry Company	ELK	Elkhart Coach (Divison of Forest River, Inc.)	NOV	NOVA Bus Corporation
ACI	American Coastal Industries	FDC	Federal Coach	OBI	Orion Bus Industries Ltd. (formerly Ontario Bus Industries)
AEG	AEG Transportation Systems	FIL	Flyer Industries Ltd (also known as New Flyer Industries)	OCC	Overland Custom Coach Inc.
All	American Ikarus Inc.	FLT	Flxette Corporation	OTC	Oshkosh Truck Corporation
ALL	Allen Marine, Inc.	FLX	Flxible Corporation	PCI	Prevost Car Inc.
ALX	Alexander Dennis Limited	FRC	Freightliner Corporation	PLY	Plymouth Division- Chrysler

AMD	AMD Marine Consulting Pty Ltd	FRD	Ford Motor Corporation	PST	Corporation Pullman-Standard
AMG	AM General Corporation	FRE	Freeport Shipbuilding, Inc.	PTE	Port Everglades Yacht & Ship
AMT	AmTran Corporation	FSC	Ferrostaal Corporation	RIC	Rico Industries
ARB	Arboc Mobility LLC	GCC	Goshen Coach	SBI	SuperBus Inc.
ASK	AAI/Skoda	GCA	General Coach America, Inc.	SHI	Shepard Brothers Inc.
ATC	American Transportation Corporation	GEO	GEO Shipyard, Inc.	SCC	Sabre Bus and Coach Corporation (formerly Sabre Carriage Comp.)
AZD	Azure Dynamics Corporation	GIL	Gillig Corporation	SPC	Startrans (Supreme Corporation)
BBB	Blue Bird Corporation	GIR	Girardin Corporation	SPC	Supreme Corporation
BFC	Breda Transportation Inc.	GLF	Gulf Craft, LLC	SPR	Spartan Motors Inc.
BIA	Bus Industries of America	GLH	Gladding Hearn	SSI	Stewart Stevenson Services Inc.
BLN	Blount Boats, Inc.	GLV	Glaval Bus	STE	Steiner Shipyards, Inc.
BOM	Bombardier Corporation	GMC	General Motors Corporation	STR	Starcraft
BOY	Boyertown Auto Body Works	GML	General Motors of Canada Ltd.	SUB	Name? Subaru of America or Fuji Heavy Industries Ltd.
BRA	Braun	GOM	Gomaco	SUL	Sullivan Bus & Coach Limited
BRX	Breaux's Bay Craft, Inc.	HMC	American Honda Motor Company, Inc.	SVM	Specialty Vehicle Manufacturing Corporation
CBC	Collins Bus Corporation (formerly Collins Industries Inc./COL)	HSC	Hawker Siddeley Canada IKU - Ikarus USA Inc.	TBB	Thomas Built Buses
CBW	Carpenter Industries LLC (formerly Carpenter Manufacturing Inc.)	INT	International	TEI	Trolley Enterprises Inc.
CCC	Cable Car Concepts Inc.	IRB	Name? Renault & Iveco	TMC	Transportation Manufacturing Company

CCI	Chance Bus Inc. (formerly Chance Manufacturing Company/CHI)	KIA	Kia Motors	TOU	Tourstar
CEQ	Coach and Equipment Manufacturing Company	KKI	Krystal Koach Inc.	TOY	Toyota Motor Corporation
CHA	Chance Manufacturing Company	MAN	American MAN Corporation	TRN	Transcoach
CHR	New Chrysler	MBZ	Mercedes Benz	TRT	Name? Transteg
CMC	Champion Motor Coach Inc.	MCI	Motor Coach Industries International (DINA)	TRY	Name? Trolley Enterprises
CMD	Chevrolet Motor Division - GMC	MDI	Mid Bus Inc.	TTR	Terra Transit
CVL	Canadian Vickers Ltd.	MER	Ford or individual makes	TTT	Turtle Top
DAK	Dakota Creek Industries, Inc.	MNA	Mitsubishi Motors; Mitsubishi Motors North America, Inc.	VAN	Van Hool N.V.
DER	Derecktor	MOL	Molly Corporation	VOL	Volvo
DIA	Diamond Coach Corporation (formerly Coons Manufacturing Inc./CMI)	MTC	Metrotrans Corporation	VTH	VT Halter Marine, Inc. (includes Equitable Shipyards, Inc.)
DKK	Double K, Inc. (formerly Hometown Trolley)	NAB	North American Bus Industries Inc. (formerly Ikarus USA Inc./IKU)	WCI	Wheeled Coach Industries Inc.
DMC	Dina/Motor Coach Industries (MCI)	NAT	North American Transit Inc.	WDS	Washburn & Doughty Associates, Inc.
DTD	Dodge Division - Chrysler Corporation	NAV	Navistar International Corporation (also known as International/INT)	WOC	Wide One Corporation
DUC	Dutcher Corporation	NBB	Nichols Brothers Boat Builders	WTI	World Trans Inc. (also Mobile-Tech Corporation)
DUP	Dupont Industries	NBC	National Mobility Corporation	WYC	Wayne Corporation (formerly Wayne Manufacturing)

					Company/WAY
EBC	EIDorado Bus (EBC Inc.)	NCC	National Coach Corporation	ZZZ	Other (Describe)
EBU			Ebus, Inc.		

### Model Number

You should report the model number of the vehicle as used by the manufacturer. You should not use any spaces, dashes, or other punctuation when you enter the model number.

### Number of Active Vehicles in Fleet

You should report the number of active vehicles in fleet, which are vehicles used in revenue service during the year and still active at fiscal year end (FYE). These include spares and vehicles that are in for scheduled preventive maintenance and minor repairs. Active vehicles do not include emergency contingency vehicles.

If vehicles reported were not active at the fiscal year end (FYE) but remained in the fleet because they had not been disposed of, you should report the number of active vehicles as zero. When reporting zero active vehicles for a fleet, the number of Americans with Disabilities Act of 1990 (ADA) accessible vehicles, the total miles on active vehicles during the period and the average lifetime miles per active vehicle should also be reported as zero.

### ADA Accessible Vehicles

You should report active vehicles that meet Americans with Disabilities Act of 1990 (ADA) requirements for accessibility. There are two types of vehicle design for accessibility:

1. Lift-equipped vehicles
2. Ramp / low floor vehicles.

Lift-equipped vehicles use wheelchair lifts. Low floor vehicles do not have stairs inside the front or rear doors. They are equipped usually with a front door accessible ramp and a kneeling feature. This allows easier access for persons with mobility aids, or who have difficulty climbing steps or who may use a wheelchair.

### Number of Emergency Contingency Vehicles

You should report the number of vehicles in an approved Federal Transit Administration (FTA) Emergency Contingency Plan. These are vehicles that FTA normally requires your agency to dispose of when they are replaced by vehicles funded through FTA. However, FTA can permit your transit agency to keep the vehicles in an inactive fleet to be used in the event of energy and other local emergencies that requires more vehicles than are available in the active fleet.

Your agency must request FTA approval of its Emergency Contingency Plan for keeping replaced vehicles in an inactive fleet. If your agency makes substantial changes to an Emergency Contingency Plan (10 percent or more of the vehicles), it must request re-approval of the plan by FTA

### Fuel Type Code selections:

- BD Bio-diesel
- BF Bunker fuel (low grade of diesel fuel often used in ferryboat operations)
- CN Compressed natural gas (CNG)
- DF Diesel fuel
- DU Dual fuel
- EB Electric battery
- EP Electric propulsion
- ET Ethanol
- GA Gasoline
- GR Grain additive (typical in Midwestern parts of the US)

HD Hybrid diesel  
 HG Hybrid gasoline  
 KE Kerosene  
 LN Liquefied natural gas (LNG)  
 LP Liquefied petroleum gas (LPG)  
 MT Methanol  
 OR Other fuel (Describe)

### **Vehicle Length**

You should report the total length of the vehicles in feet (e.g. 30, 35, 40, 44, and 60).

### **Seating Capacity**

You should report the seating capacity of the vehicle. This is the actual number of seats on-board the vehicle and generally is cited in the specification used in manufacturing the vehicle.

### **Standing Capacity**

You should report the standing capacity of the vehicle. This is the number of standees allowed by transit agency policy. If local policy prohibits standing, you should report zero. If there is no local policy on the maximum number of standees, you should report the manufacturers rated standing capacity.

### **Total Miles on Active Vehicles and Average Lifetime Mileage per Active Vehicle**

Two statistics are reported:

1. Total miles on active vehicles during period
2. Average lifetime mileage per active vehicle.

### **Total Miles on Active Vehicles during Period**

You should report the total miles accumulated by revenue vehicles in the active fleet during the fiscal year.

Total miles on active vehicles during the period are only for mileage operated by the active vehicles during the current fiscal year that are in the revenue fleet at fiscal year end (FYE). The total miles operated includes: 1) the actual vehicle miles reported on the Service form (S-10) and: 2) other miles operated during the reporting period such as mileage accumulated in operator training when the vehicle is not in revenue service, and mileage accumulated moving vehicles between and within maintenance facilities / garages.

For vehicles with working odometers / hubodometers, you should calculate the total miles by subtracting the odometer / hubodometer readings from the beginning of the fiscal year from those at the end of the fiscal year. If vehicles have damaged or defective odometers / hubodometers you should estimate total vehicle mileage from available records. You can start with mileage from schedules, subtract mileage for missed trips and add mileage for extra service that was operated and was not on the schedule. For non-scheduled services, you can use trip logs to estimate mileage.

### **Average Lifetime Mileage per Active Vehicle**

You should report the average mileage on the vehicles at the end of the fiscal year.

Average lifetime mileage per active vehicle is average mileage, since the date of manufacture, on active vehicles that are in the revenue fleet at FYE. You should calculate the average lifetime mileage per active vehicle by dividing the cumulative mileage on the active vehicles at the end of the fiscal year by the number of active vehicles at the end of the fiscal year.

For rebuilt vehicles, average lifetime mileage does not re-start at the year of rebuild. Average lifetime mileage always begins with the original date of manufacture.

For vehicles with working odometers / hubodometers, you should calculate cumulative mileage by summing the odometer / hubodometer readings, from the date of manufacture through FYE, for all active vehicles. If vehicles have damaged or defective odometers / hubodometers you should estimate total vehicle mileage from available records.

### **Supports Another Mode**

You should use the **Supports Another Mode** drop-down menu to indicate that all of the active vehicles are used to provide service on another mode of service. You should select only one mode. You should report a fleet group shared between modes on both A-30 forms for each mode for which it is used. All fields, for shared vehicles, should be identical on the A-30

forms for each applicable mode. You should only report this for vehicles that are used to provide service on both modes. If you use your buses to provide a bus bridge between rail stations during breakdowns or constructions, these buses are not reported as supporting the rail mode as the service they are providing is bus service, not rail. If only some of the active vehicles are used for other modes, you should report the grouped characteristics on two lines (rows). For example, one grouping of vehicles has twenty vehicles with the same characteristics, except five of the vehicles are used for both MB and DR mode. You should report the vehicles on two lines — one with fifteen vehicles and the other with five vehicles.







# Pace System Security and Emergency Preparedness Plan

## Transit Safety and Security 2007

Revised 2009

Revised 2013

Revised 2015

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- Exhibit #13 CTAN

## EXECUTIVE SUMMARY

While transit safety has historically been a concern to transit operators, the events of September 11, 2001 heightened concerns relative to security and emergency preparedness. Even though terrorism may be unlikely, it is important that transit agencies be able to respond to a variety of emergencies. Effective policies, procedures and training are in place to respond to fires, floods, tornadoes, blizzards, explosions, civil disobedience, and train/bus/plane accidents, as well as terrorism.

The Core Elements are summarized below.

- Driver Selection: Licensing, Driver Record (convictions, violations, employment history, qualifications), Physical Requirements
- Driver/Employee Training: Traffic Regulations, Defensive Driving and Accident Prevention, Type of Vehicle, Basic Maneuvers
- Vehicle Maintenance: Periodic Service Needs, Periodic Inspections, Interval-Related maintenance, Failure Maintenance
- Drug and Alcohol Programs
- Safety Data Acquisition and Analysis
- Security Program Plans The following appendices are included as background and support information.

## CORE ELEMENT DESCRIPTIONS

The paragraphs below provide detail regarding each of the FTA Core Elements. The first five Core Elements are discussed in a relatively generic way, since these have been ongoing considerations for transit agencies over the years. The fifth core element, Security Program Plans, is outlined within the document itself, since this is a new emphasis area since September 11, 2001, more detail was provided in this area.

In general the language used to describe each Core Element below was taken directly from FTA's Draft Model Bus Safety Program published in July 2001.

### **Driver Selection**

Driver selection is process is highlighted in this document.

Licensing -The driver must be properly licensed and the license must be appropriate for the type of vehicle the driver is assigned. Licensing may also need to consider local jurisdiction requirements.

Driving record -The driver should have an acceptable past driving record over a reasonable period of time. The driving record should demonstrate an ability to follow traffic rules and regulations and thus avoid accidents.

Physical requirements - The driver must be physically able to perform the functions associated with the assignment. The driver must be able to pass D.O.T. physical.

Reference: Exhibit #1 Application Criteria

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## **Driver/Employee Training**

Once qualified candidates are identified and hired, initial and ongoing training is conducted. Proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment.

**Traffic regulations** - Training addresses state and local traffic rules and regulations, including traffic signs and signals.

**Defensive driving and accident prevention** - Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

**Type of vehicle in service** - Training focuses on the type of vehicle that will be used in service; significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.

**Basic driving maneuvers, including backing and stopping** - Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

**Other training** - This includes training on agency policies and procedures, including safety and security procedures, training for transportation of elderly and/or disabled riders, and other training as needed.

Pace maintains records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the types of vehicle to which they will be assigned as a part of training requirements. Training transit operations personnel is not a onetime activity. Ongoing/recurring training is provided to reinforce policies and procedures as well as providing a mechanism to brief drivers on new policies, procedures, and/or regulations.

## **Vehicle Maintenance**

Maintenance is highlighted in this document.

Safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service.

Reference: Exhibit #2 Pre-Trip Inspection Card

Pace has a formal plan to address the maintenance requirements of the vehicles and equipment. This can be found in document entitled "Vehicle Facility and Equipment Maintenance Manual."

- Daily servicing needs -This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc.), vehicle cleanliness, pre-trip inspections and maintenance of operational records and procedures.
- Preventive Maintenance -These activities are scheduled to provide maintenance personnel an opportunity to detect and repair damage or wear conditions before major repairs are necessary.
- Failure maintenance - Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unable to continue operation, the vehicle is removed from service and returned to the garage for repair.
- 

Reference: Exhibit #3 Vehicle, Facility and Equipment Maintenance manual

### **Drug and Alcohol Abuse Programs**

Pace complies with the F.T.A. Drug and Alcohol Testing Requirements. Pace's specific policies and responsibilities are referred to in the document "Drug and Alcohol Policy and Testing Program."

Reference: Exhibit #4 Drug and Alcohol Procedures

# **PACE**

## **System Security and Emergency Preparedness Plan (SSEPP)**

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## Section 1: Introduction

### 1.1 Background

The terrible tragedy of September 11, 2001 combined with the nation's continuing war on terrorism, has created a heightened threat environment for public transportation. In this new environment, the vulnerabilities of public agencies and the communities they serve to acts of terrorism and extreme violence have greatly increased. Threat assessments issued by the Federal Bureau of Investigation (FBI) have consistently placed public transportation at the top of the *critical infrastructure protection agenda*, along with airports, nuclear power plants, and major utility exchanges on the national power grid.

To establish the importance of security and emergency preparedness in all aspects of our organization, Pace has developed this System Security and Emergency Preparedness (SSEP) Program Plan. This SSEP Program Plan outlines the process to be used by Pace to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, Pace hopes to achieve not only an effective physical security program, but also to enhance our coordination with the local public safety agencies in our service area improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies, including but not limited to terrorism.

In order to be effective, the activities documented in this SSEP Program Plan focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which we can track monitor our progress in resolving these issues.

### 1.2 Authority

The authority for implementing the SSEP Program Plan resides with the Pace Deputy Executive Director of Revenue Services.

### 1.3 Purpose, Goals and Objectives of SSEP Program

This Program demonstrates our process for addressing *system security and emergency preparedness*:

**System Security** - The application of operating, technical, and management techniques to reduce threats and vulnerabilities to the most practical level through the most effective use of available resources.

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**Emergency Preparedness** - A uniform basis for operating policies and procedures for mobilizing transit agency and other public safety resources to assure rapid, controlled, and predictable responses to various types of transit and community emergencies. The SSEP Program will support Pace's efforts to address and resolve critical incidents on our property and within our community.

**Critical Incidents** - May include accidents, natural disasters, crimes, terrorism, high jacking, sabotage, civil unrest, hazardous materials spills and other events that require emergency response. Critical incidents require swift, decisive action from multiple organizations, often under stressful conditions. Critical incidents must be stabilized prior to the resumption of regular service or activities.

Critical incidents often result from emergencies and disasters, but can be caused by any number of circumstances or events. Successful resolution of critical incidents requires the cooperative efforts of both public transportation and community emergency planning and public safety agencies.

### 1.3.1 Purpose

The overall purpose of Pace's SSEP Program is to optimize within the constraints of time, cost, and operational effectiveness, the level of protection afforded to Pace's passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

### 1.3.2 Goals

The SSEP Program provides Pace with a security and emergency preparedness capability that will:

1. Ensure that security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of agency personnel; the procurement and maintenance of agency equipment; the development of agency policies, rules, and procedures; and coordination with local public safety and community emergency planning agencies
2. Promote analysis tools and methodologies to encourage safe system operations through the identification, evaluation and resolution of threats and vulnerabilities, and the ongoing assessment of agency capabilities and readiness
3. Create a culture that supports employee safety and security and safe system operations (during normal and emergency conditions) through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment

### 1.3.3 Objectives

In this new environment, every threat cannot be identified and resolved, but Pace can take

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steps to be more aware, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, our SSEP Program has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies around the nation
2. Increase and strengthen community involvement and participation in the safety and security of our system
3. Develop and implement a vulnerability assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities
4. Expand our training program for employees, volunteers and contractors to address security awareness and emergency management issues
5. Enhance our coordination with others regarding security and emergency preparedness issues.

#### 1.4 Scope

Pace's SSEP Program Plan is applicable to all aspects of our current service, ensuring that our operations, training, coordination with local public safety agencies, and general security and emergency preparedness planning address concerns resulting from heightened threat levels. Key elements of the Scope of our SSEP Program Plan include:

1. An evaluation of our current capabilities to identify and prevent security incidents that may occur on our property
2. Development of a Vulnerability Assessment Program to identify our weaknesses and guide planning activities
3. Improved Physical Security
4. Review and expansion of our training program for security and emergency response
5. Enhanced emergency planning and procedures development
6. Improved coordination with the Public Safety Agencies in our service area
7. Improved coordination with others

## Section 2: Transit System Description

### 2.1 Organizational Structure

The Pace Suburban Bus is a Municipal Corporation that is governed by The Pace Suburban Bus Board of Directors, which consists of thirteen members.

### 2.2 Operating Characteristics and Service

2.2.1 Service Area                      DuPage, Kane, Lake, McHenry, Will and Cook counties.  
3,446 sq. miles the addition of Chicago Paratransit service brings it to  
3,673 square miles.

Population served:                      8.4 million

Communities served:                      210

Total ridership in 2012:                      39,194,457 million

Average daily ridership;                      130,000

#### 2.2.2 Service Design

Pace, the suburban bus division of the Regional Transportation Authority provides fixed bus routes, Paratransit services, vanpools and special-event buses throughout Chicago's six-county region.

1. Fixed Route
2. Paratransit
3. Vanpool

### 2.3 Vehicles and Facilities

#### Operating Divisions

Fox Valley (North Aurora)	River (Elgin)
Heritage (Joliet)	South (Markham)
North (Waukegan)	Southwest (Bridgeview)
North Shore (Evanston)	West (Melrose Park)
Northwest (Des Plaines)	

#### Other Facilities

Headquarters  
South Holland Acceptance Facility  
Paratransit Facility-McHenry (Leased to First Transit)

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## Elgin Transportation Center

Pace also contracts out service to municipalities and private contractors

### Park-N-Ride facilities

Blue Island	Harvey
Buffalo Grove	Bolingbrook (2)
Elk Grove Village	Burr Ridge
Homewood	Hillside
Schaumburg	South Holland

### Other Facilities

Aurora Transportation Center	Gurnee Mills Bus Turnaround
Chicago Heights Terminal	Home Bus Turnaround
Riverdale Bus Turnaround	Lake-Cook Road Metra Bus Turnaround
Prairie Stone Transfer Center (at Sears in Hoffman Estates)	

## 2.4 Measures of Service

Total Fixed Route Buses	750
Paratransit Buses	437
Chicago ADA	612 (contractor owned)
Vanpools	736

**Reference: Exhibit #6 Pace Carrier**

**List Reference: Exhibit #7 Vehicle List**

## Section 3: Roles and Responsibilities

### 3.1 Mission

Pace hopes to ensure that, if confronted with a security event or major emergency, Pace personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms to be used by all Pace personnel to identify security threats and vulnerabilities associated with Pace's operations, and to develop controls to eliminate or minimize them. The SSEP Program also requires Pace's process for:

1. Coordinating with local law enforcement and other public safety agencies to manage response to an incident that occurs on a transit vehicle or affects transit operations, and
2. Identifying a process for integrating Pace's resources and capabilities into the community response effort to support management of a major event affecting the community.

Pace management expects all employees, volunteers and contractors, especially those working directly with passengers, to support the SSEP Program.

### 3.2 Division of Responsibilities

#### 3.2.1 All Personnel

Pace personnel must understand and adopt their specific roles and responsibilities, as identified in the SSEP Program, thereby increasing their own personal safety and the safety of their passengers, during normal operations and in emergency conditions.

To ensure the success of the SSEP Program, the following functions must be performed by Pace personnel:

1. Immediately reporting all suspicious activity, no matter how insignificant it may seem, to their immediate Supervisor or Pace Management
2. Immediately reporting all security incidents
3. Using proper judgment when managing disruptive passengers and potentially volatile situations
4. Participation in all security and emergency preparedness training, including drills and exercises
5. Becoming familiar with, and operating within, all security and emergency preparedness procedures for the assigned work activity

### 3.2.2 Deputy Executive Director Revenue Services

Under the authority of the Pace Executive Director, the Deputy Executive Director, Revenue Services has the overall authority to develop and execute the agency's SSEP Program. In addition, the Deputy Executive Director, Revenue Services is responsible for the following specific activities:

1. Ensuring that sufficient attention is devoted to the SSEP Program, including:
  - Development of standard operating procedures related to employee security duties
  - Development and enforcement of safety and security regulations;
  - Development of Contingency Plan for Recovery to maximize transit system response effectiveness and minimizing system interruptions during emergencies and security incidents;
  - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies
2. Development of an effective notification and reporting system for security incidents and emergencies
3. Designating a Point of Contact (POC) to manage the SSEP Program
4. Communicating security and emergency preparedness as top priorities to all employees
5. Developing relations with outside organizations that contribute to the SEPP Program, including local public safety and emergency planning agencies

### 3.2.3 SSEP Program Point of Contact (POC)

To ensure coordinated development and implementation of the SSEP Program, the Deputy Executive Director of Revenue Services has designated Department Manager Safety, Training and Security as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SSEP Program. The POC, who reports directly to the Deputy Executive Director of Revenue Services, has the authority to utilize available Pace resources to develop the SSEP Program and Plan, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The Department Manager Safety, Training and Security has the responsibility for overseeing the SEPP Program on a daily basis. The Department Manager Safety, Training and Security will also serve as Pace's primary contact with public agencies. To the extent that liaison is necessary with state and federal agencies, the Deputy Executive Director of Revenue Services will serve as the lead liaison for the agency. The Department Manager Safety, Training and Security will also be responsible for the security-related agenda items for Revenue Services Staff meetings.

In managing this Program, the POC will:

1. Be responsible for successfully administering the SSEP Program and establishing, monitoring, and reporting on the system's security and emergency preparedness objectives

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2. Review current agency safety, security and emergency policies, procedures, and plans, and identify needed improvements
3. Develop and implement plans for addressing identified improvements
4. Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees
5. Develop, publish, and enforce reasonable procedures pertinent to agency activities for security and emergency preparedness
6. Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding security and emergency preparedness
7. Review new agency purchases to identify security-related impacts
8. Ensure performance of at least one emergency exercise annually

[The following list of sample procedures and plans to support the implementation of the SSEPP procedures can be found in the corresponding appendices of this document]

- Appendix A Vehicle Safety Program Implications
- Appendix B Security/Emergency Capabilities and Points of Emphasis
- Appendix C Security and Emergency Considerations
- Appendix D Bomb Threat Checklist & Procedures
- Appendix E Sample Emergency Telephone Directory
- Appendix F Sample Types of Preparation Exercises
- Appendix G Tips on Reporting Criminal Activity
- Appendix H Sample Emergency Action Plan
- Appendix I Example Emergency Procedures
- Appendix J Sample Memorandum re: Coordination with First Responders
- Appendix K Sample Threat and Vulnerability Assessment Forms
- Appendix L Draft Memorandum of Executive Approval
- Appendix M Contacts and Other resources
- Appendix N Homeland Security Advisory System Recommendations
- Appendix O System Safety Program Plan
- Appendix P Comprehensive Recovery Plan Appendix Q Security Vehicle Inspection Check List
- Appendix R Post 911 Security Action and Documentation

### 3.2.4 Revenue Service

As a continuing responsibility of Revenue Services, there will be a permanent agenda oriented toward security and emergency preparedness matters, ranging from comments on the management of the SSEP Program Plan to liaison with public agencies and feedback from employees. It will also be an ongoing part of the security agenda to determine the level of compliance with agency policies, rules, regulations, standards, codes, and procedures, and to identify changes or new challenges as a result of incidents or other operating experience.

The Department Manager Safety, Training and Security will be responsible for managing the

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security agenda during the Revenue Service meetings.

Revenue Services provides the primary mechanism through which the agency:

1. Identifies security conditions and problems at the agency
2. Organizes incident investigations and develops and evaluates corrective actions to address findings
3. Obtains data on agency security performance
4. Develops strategies for addressing agency security problems
5. Coordinates the sharing of security responsibilities and information
6. Manages the integration of security initiatives and policies in agency operations
7. Evaluates the effectiveness of the security program
8. Ensures document reviews and configuration management
9. Manages the development and revising of agency policies, procedures, and rulebook
10. Coordinates interaction with external agencies

Revenue Services also ensures that all agency employees, volunteers and contractors:

1. Have a knowledge of the security program and emergency preparedness programs
2. Understand that emergency preparedness and security is a primary concern while on the job
3. Cooperate fully with the agency regarding any incident investigation
4. Raise security and emergency preparedness concerns

### 3.2.5 Supervisors

Supervisors are responsible for communicating the transit agency's security policies to all employees, volunteers and contractors. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those policies to Pace operations personnel in a manner that encourages them to incorporate SSEP practices into their everyday work. The specific responsibilities of supervisors include the following:

1. Having full knowledge of all standard and emergency operating procedures
2. Ensuring that drivers make security and emergency preparedness a primary concern when on the job
3. Cooperating fully with the SSEP Program regarding any incident investigations as well as listening and acting upon any security concerns raised by the drivers
4. Immediately reporting security concerns to their Manager.

In addition, when supporting response to an incident, supervisors are expected to:

1. Provide leadership and direction to employees during security incidents
2. Handle minor non-threatening rule violations
3. Defuse minor arguments
4. Determine when to call for assistance
5. Make decisions regarding the continuance of operations
6. Respond to fare disputes and service complaints
7. Respond to security-related calls with police officers when required, rendering assistance

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- with crowd control, victim/witness information gathering, and general on-scene assistance
- 8. Complete necessary security related reports
- 9. Take photographs of damage and injuries
- 10. Coordinate with all outside agencies at incident scenes

### 3.2.6 Drivers

In addition to the general responsibilities identified for all personnel, drivers (including volunteers and contractors) are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

1. Take charge of a security incident scene until the arrival of supervisory or emergency personnel
2. Collect fares in accordance with Pace policy (if applicable)
3. Attempt to handle minor non-threatening rule violations
4. Respond verbally to complaints
5. Attempt to defuse minor arguments
6. Determine when to call for assistance
7. Maintain control of the vehicle
8. Report all security incidents to Pace dispatch
9. Complete all necessary security-related reports
10. Support community emergency response activities as directed by Pace policies and procedures

### 3.2.7 Other Personnel

Other personnel who support Pace also have responsibilities for the SSEP Program. Dispatchers are expected to:

1. Receive calls for assistance
2. Dispatch supervisors and emergency response personnel
3. Coordinate with law enforcement and emergency medical service communications centers
4. Notify supervisory and management staff of serious incidents
5. Establish on-scene communication
6. Complete any required security-related reports
7. Provide direction to on-scene personnel

Maintenance personnel are expected to:

1. Report vandalism
2. Report threats and vulnerabilities of vehicle storage facilities
3. Provide priority response to safety and security critical items such as lighting
4. Maintain facility alarm systems

Human Resources personnel are responsible for:

1. Ensuring all pre-employment screening processes are carried out effectively

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2. Doing background checks of new employees

Communications is responsible for:

1. Designating a Public Information Officer (PIO) for media contact regarding security incidents and issues.

**Reference: Exhibit #8 Security Information for Riders**

3.3 Existing SSEP Capabilities and Practices

\*A summary of the existing proactive methods, procedures, and actions to prevent, deter, or minimize security incidents include:

1. Emphasis on agency personnel awareness
2. Participation in available training
3. Review of other materials, as needed
4. Analysis of security incidents and suspicious activity to determine a proper course of action including:
  - Identifying potential and existing problem areas
  - Developing action plans
  - Implementing the plans
  - Measuring results
5. Review of local and transit agency emergency plans
6. Review of FTA documentation on system security and emergency preparedness

In addition, Pace utilizes the following proactive actions and systems to prevent, deter or minimize security incidents:

1. Local police notification/participation in employee discharge and/or discipline process as needed
2. Evaluation of security/emergency response procedures
3. Presentations by local police and transit agency personnel to employees, the public or other groups interested in transit security matters
4. Development and distribution of crime prevention information on agency brochures for passengers and the public.
5. Intelligent Bus Systems (I.B.S.) Satellite tracking for existing equipment.
6. Camera equipped buses.

**Reference: Exhibit # 9 SSEPP**

3.4 Training and Exercising

The purpose of this task is to provide necessary and sufficient training and refresher courses for Pace

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personnel. New security methods and procedures are identified, defined and, as applicable, made an integral part of the daily activities of the entire operation.

Listed below are the elements exercised in performing this task: Identify requirements, methods and courses for system security training.

1. Obtain and/or develop courses and material necessary to train personnel in system security.
2. Present and maintain course material for:
  - Security overview
  - Identification and reporting of suspicious persons, activities and packages
  - Chemical, biological and radioactive agents
  - Improvised explosive devices
  - Pre-trip security inspection
  - Emergency reporting procedures
  - Bus evacuation
  - Roles and responsibilities of employees at various levels
3. Evaluate effectiveness of materials and training.
4. Establish requirements for additional security safety training based on ongoing vulnerability assessment, historical data and current events.

Safety and security training and material has been provided to operators and maintenance personnel at all divisions, contract and municipal carriers and is incorporated into basic training for new employees.

Safety managers, instructors, supervisors / dispatchers, materials management personnel and managers at various levels received additional training parallel to their responsibilities.

### **Reference: Exhibit #10 Safety and Security Procedures**

#### 3.5 Coordination with Local Emergency Response Entities

To support improved emergency and incident preparedness and response, Pace will participate in, at a minimum, one exercise or drill with local public safety organizations in order to:

1. Review current plans and policies
2. Identify current security and emergency considerations
3. Develop procedures (if necessary)
4. Establish and maintain ongoing communication
5. Coordinate service and response following the guidelines of the ICS (Incident Command System)

### **Reference: Exhibit #11 After Hours Emergency Phone Call Procedures**

#### 3.6 Coordination with Other Transit Agencies

Transit agencies within our counties and neighboring communities that may need to be contacted in the event of a critical incident.

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**Reference: Exhibit #12 CTA Evacuation Plans**

**Reference: Exhibit #13 CTAN**

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## Section 4: Threat and Vulnerability Process

### 4.1 Threat and Vulnerability Identification

The primary method used by Pace to identify the threats to the transit system and the vulnerabilities of the system is the collection of incident reports submitted by employees and information provided by law enforcement and contractors.

Information resources include the following:

1. Employees incident reports
2. Property Safety and Security Inspections
3. Bus maintenance reports
4. Passenger surveys
5. Passengers' letters and telephone calls
6. Statistical reports
7. Special requests
8. Labor Organizations

Revenue Services will review security information and determine if additional methods should be used to identify system threats and vulnerabilities.

Security testing and inspections may be conducted to assess the vulnerability of the transit system.

# Appendix A

## Vehicle Safety Program Implications

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VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
1	MANAGEMENT COMMITMENT	<ul style="list-style-type: none"> <li>Safety Policy Statement</li> </ul>	<ul style="list-style-type: none"> <li>MEMORANDUM AUTHORIZING SYSTEM SECURITY AND EMERGENCY PREPAREDNESS (SSEP) PROGRAM</li> </ul>
2	COMPLIANCE RESPONSIBILITIES	<ul style="list-style-type: none"> <li>Deputy Director Revenue Services</li> <li>Drivers</li> <li>Mechanics</li> <li>Others Operating Agency Vehicles (and volunteers)</li> <li>Safety Incentive Program(s)</li> </ul>	<ul style="list-style-type: none"> <li>EXPANDED TO ADDRESS SSEP PROGRAM</li> <li>CREATION OF SSEP PROGRAM POINT OF CONTACT (POC)</li> <li>NEW RESPONSIBILITIES FOR REVENUE SERVICES</li> <li>SSEP PROGRAM AGENDA FOR REVENUE SERVICE</li> </ul>
3	DRIVERS – INITIAL	<ul style="list-style-type: none"> <li>Qualifications</li> <li>Initial Training</li> </ul>	<ul style="list-style-type: none"> <li>COMMITMENT TO ADDRESS SSEP ISSUES</li> </ul>
	QUALIFICATIONS	<ul style="list-style-type: none"> <li>Application</li> <li>Interviews</li> <li>Physical Requirements</li> <li>Age</li> <li>Knowledge of English</li> <li>Driver Licensing</li> <li>Criminal Record</li> <li>Checks</li> <li>Ability to Perform Simple Math</li> </ul>	<ul style="list-style-type: none"> <li>EXPANSION OF NEW HIRE BACKGROUND CHECK</li> </ul>

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VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
	INITIAL TRAINING	<ul style="list-style-type: none"> <li>• Agency Policies and Procedures</li> <li>• Federal and State Guidelines and Regulations</li> <li>• Pre- and Post-Trip Inspections</li> <li>• Vehicle Familiarization</li> <li>• Basic Operations and Maneuvering               <ul style="list-style-type: none"> <li>○ Special Driving Conditions</li> </ul> </li> <li>• Backing</li> <li>• Bad Weather</li> <li>• Boarding and Alighting Passengers</li> <li>• Defensive Driving Course (DDC)</li> <li>• Passenger Assistance Training – Driver</li> <li>• Training</li> <li>• On Road</li> <li>• Fares</li> <li>• Disability &amp; Sensitivity</li> </ul>	<ul style="list-style-type: none"> <li>• ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, AND PRE- AND POST TRIP INSPECTIONS</li> </ul>
4	DRIVERS – ONGOING SUPERVISION AND TRAINING	<ul style="list-style-type: none"> <li>• Training - Refresher/Retraining</li> <li>• Evaluation and Supervision</li> <li>• Motor Vehicle Record Checks</li> <li>• Biannual Physical Examination</li> <li>• Safety Meetings</li> <li>• Seat-belt Usage</li> <li>• Discipline/Recognition</li> <li>• Preventable Accidents/Injuries</li> </ul>	<ul style="list-style-type: none"> <li>• REFRESHER TRAINING AND “TESTS” FOR KNOWLEDGE OF EMERGENCY PROCEDURES</li> <li>• ADDITIONAL RESPONSIBILITIES FOR SUPERVISION</li> </ul>

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
5	EMERGENCY DRIVING PROCEDURES	<ul style="list-style-type: none"> <li>• Emergency Driving Procedures</li> <li>• Accident Causes               <ul style="list-style-type: none"> <li>o Slippery road surfaces</li> <li>o Driving at night</li> <li>o Driving through water</li> <li>o Winter driving</li> <li>o Driving in very hot weather</li> </ul> </li> <li>• Vehicle Breakdowns and Unavoidable</li> <li>• Stops</li> <li>• Vehicle Fire/Evacuation</li> <li>• Hold Up/Robbery</li> <li>• Natural Disasters               <ul style="list-style-type: none"> <li>o Tornado</li> <li>o Flood procedures - vehicle</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS</li> <li>• EXPANSION OF EMERGENCY PROCEDURES</li> <li>• EMERGENCY TRAINING</li> </ul>
6	PASSENGER SAFETY	<ul style="list-style-type: none"> <li>• General Guidelines</li> <li>• Mobility Device Securement and</li> <li>• Passenger Restraint Systems</li> <li>• Difficult Passengers               <ul style="list-style-type: none"> <li>o Medical Condition</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT PASSENGERS</li> </ul>

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
7	VEHICLES & EQUIPMENT	<ul style="list-style-type: none"> <li>• Vehicles &amp; Equipment Preventive Maintenance Program</li> <li>• Preventive Maintenance Needs</li> <li>• Master Vehicle Service and Repair Record</li> <li>• Maintenance History <ul style="list-style-type: none"> <li>Preventive Maintenance Intervals <ul style="list-style-type: none"> <li>o A Level Inspection</li> <li>o B Level Inspection</li> <li>o C Level Inspection</li> </ul> </li> </ul> </li> <li>• Pre- and Post-Trip Inspections</li> <li>• Emergency Equipment on Vehicles and Usage</li> <li>• Vehicle Procurement <ul style="list-style-type: none"> <li>o Exterior</li> <li>o Visibility</li> <li>o Interior</li> </ul> </li> <li>• Vehicle Security</li> <li>• Vehicle Safety In and Around the Shop or Yard</li> </ul>	<ul style="list-style-type: none"> <li>• EXPANSION OF VEHICLE SECURITY PROCEDURES</li> <li>• EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING</li> <li>• EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS SECURITY TECHNOLOGY</li> </ul>

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
8	ACCIDENT MANAGEMENT	<ul style="list-style-type: none"> <li>• Accident Documentation Packet</li> <li>• Accident Notification Procedures – driver responsibility</li> <li>• Accident Investigation – management responsibility</li> <li>• Accident Investigation Kit</li> <li>• Drug and Alcohol Tests</li> <li>• Media Relations and Crisis</li> <li>• Communication After an Accident</li> </ul>	<ul style="list-style-type: none"> <li>• ADDITIONAL TOOLS FOR ACCIDENT</li> <li>• DOCUMENT PACKET TO ADDRESS SECURITY</li> <li>• ADDITIONAL TOOLS FOR MEDIA RELATIONS</li> </ul>
9	INSURANCE	<ul style="list-style-type: none"> <li>• Dealing with Adjusters</li> </ul>	<ul style="list-style-type: none"> <li>• ADDITIONAL CONSIDERATIONS FOR COVERAGE</li> </ul>
	CLAIMS AND LITIGATION MANAGEMENT	<ul style="list-style-type: none"> <li>• Dealing with Attorneys – ours/theirs</li> </ul>	
	DAY TO DAY OPERATIONS – MONITORING FOR SAFETY	<ul style="list-style-type: none"> <li>• Record Keeping</li> <li>• Keeping Informed <ul style="list-style-type: none"> <li>o Websites</li> <li>o Publications</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• ADDITIONAL REPORTS FOR SECURITY RELATED INCIDENTS</li> </ul>

# **Appendix B**

## **Security/Emergency Capabilities and Points of Emphasis**

Appendix B

<b>SECURITY BASELINE PLANNING WORKSHEET</b>	Yes	No	Notes
Has Executive Management accepted responsibility for the management of security vulnerabilities during the design, engineering, construction, testing, start-up and operation of the transit system?	<b>x</b>		
Has Executive Management endorsed a policy to ensure that security vulnerabilities are identified, communicated, and resolved	<b>x</b>		
Does Pace have clear and unambiguous lines of authority and responsibility for ensuring that security is addressed at all organizational levels within the operation (including contractors)?	<b>x</b>		
Does Pace have access to personnel with security management experience, knowledge, skills, and abilities?	<b>x</b>		
Does Pace ensure that resources are effectively allocated to address security considerations?	<b>x</b>		
Is the protection of passengers, employees, contractors, emergency responders and the general public a priority whenever activities are planned and performed at Pace?	<b>x</b>		
Wherever possible, does Pace guide design, engineering, and procurement activity with an agreed-upon set of security standards and requirements (including design criteria manuals, vehicle specifications and contracting guidelines)?	<b>x</b>		
Does Pace routinely evaluate its capabilities to provide adequate assurance that the public, and employees are protected from adverse consequences?	<b>x</b>		
Has Pace committed to developing security mitigation measures to prevent and manage security vulnerabilities?	<b>x</b>		
Has Pace appropriately documented its security measures in plans, procedures, training, and in project requirements, specifications and contracts?	<b>x</b>		
Does Pace have a formal System Security Program, documented in a System Security Program Plan (Security Plan)?	<b>x</b>		
If "yes," is the Security Plan current, reflecting current security operations and system configuration?	<b>x</b>		

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If "no," does Pace have plans in place to develop a Security Plan?			
If "no," prepare a brief list of all activities performed at your agency that address security concerns (for example, include facility access control; procedures for handling difficult people; workplace violence program; bomb threat management plan; procedures for identifying and reporting suspicious activity; facility and vehicle evacuation and search procedures; coordination with local law enforcement, etc.)			ATTACH LIST

<b>GENERAL EMERGENCY RESPONSE CAPABILITIES</b>	Yes	No	Notes
Does Pace have an Emergency Plan?	<b>x</b>		
Does Pace have Emergency Operating Procedures?	<b>x</b>		
Does Pace have an Incident Response Plan for Terrorism, as an appendix to the Emergency Plan or as a separate plan?	<b>x</b>		
Does Pace coordinate with local public safety organizations on the development, implementation and review of the Emergency Plan and procedures?	<b>x</b>		
Does your Emergency Plan specify use of the Incident Command System?	<b>x</b>		
Have your employees been trained in the Emergency Plan and Procedures?	<b>x</b>		
Does Pace conduct routine drills, table-tops and refresher training?	<b>x</b>		
Does Pace coordinate its drilling and training for emergency response with local public safety organizations?	<b>x</b>		
Does Pace conduct briefings of after-action reports to assess performance during the drill or exercise and identify areas in need of improvement?	<b>x</b>		
Have members of Pace participated in Domestic Preparedness Training Programs sponsored by the Federal government (FEMA, FBI, DOD, etc.)?	<b>x</b>		
<b>PREVIOUS EXPERIENCE</b>			

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Has Pace experienced an emergency in the last 12 months? If yes were you satisfied with the response?		<b>x</b>	
Has Pace received a bomb threat in the last 12 months?		<b>x</b>	
Has Pace evacuated its facilities in the last 12 months as the result of a bomb threat?		<b>x</b>	
Has Pace conducted a physical search of a facility in response to a bomb threat?		<b>x</b>	

### Points of Emphasis

1. *Awareness* - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
2. *Communication* - Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
3. *Screening* - Develop and implement systems for identifying and controlling visitor access to the building.
4. *Inspection* - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
5. *Procedures* - Instruct all personnel, particularly telephone switchboard or reception personnel, on what to do if a bomb threat is received.
6. *Surveillance* - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
7. *Lighting* - Make sure that all of the facility's access points are well-lit.
8. *Systems Awareness* - Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address immediately.
9. *Local Authorities* - Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.
10. *Contingency* - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

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# **Appendix C**

## **Security and Emergency Considerations**

## **Appendix C**

### **Emergency Response Planning, Coordination, and Training Considerations**

1. Emergency Response planning, coordination, and training is formalized and documented, and identifies responsibilities of employees by function
2. Service continuation, restoration/recovery plan developed
3. Emergency drills and table-top exercises scheduled on a regular basis
4. Coordination and training with outside agencies, including:
  - a. Fire/rescue units; Hospitals; Police; Hazardous materials/Environmental agencies/Regional Office of Emergency Management
5. Media relations/information control procedures and policies established (internal and external to agency)
6. Documentation of drills maintained; drill critiques held; recommendations recorded with follow-up
7. Emergency procedures reviewed by Management on a regular basis and updated as needed
8. Regular assessments of employee proficiency conducted
9. Emergency contacts list developed/current/and responsibility for call-outs identified
10. Employees issued quick reference guidelines for emergency situations
11. Support systems developed to provide post-incident support to customers and employees
12. Regular functional testing / inspection of emergency support equipment and systems
13. Contingency plans for loss of electrical power and radio or phone communication.

### **System Security Considerations**

1. Security Plan established, which addresses all operations modes and contracted services
2. System security responsibilities and duties established
3. Personal safety awareness/education programs for passengers and employees and community outreach
4. Security equipment regularly inspected, maintained and functionally tested; including personal equipment issued to security personnel
5. Contingency **SOPs** developed; drills and table-top exercises conducted for extraordinary circumstances:
  - a. Terrorism (including chemical/ biological agents/ weapons of mass destruction); Riot/Domestic unrest; Catastrophic natural events; and System-wide communications failure
6. Planning, coordination, training and mutual aid agreements with external agencies (state, local police, FBI and other federal agencies)
7. Security **SOPs** reviewed on a regular basis and updates made as needed to Security Plan
8. Security equipment installed, inspected, and maintained to monitor trespass activities
9. Data collection established for all security issues/incidents; analysis performed and recommendations made; as necessary
10. Security risk/vulnerability assessments conducted, documented and reviewed
11. Contingency plans for loss of electrical power and radio or phone communications
12. Procedures for critical incident command, control, and service continuation/ restoration
13. Security training provided to all staff levels
14. Background checks on employees and contractors (where applicable)
15. Regular assessments of employee security proficiencies conducted

16. Employees issued quick reference guidelines for security situations
17. Emergency contacts list developed/current/and responsibilities for call-outs identified
18. Visitor, deliveries and contractor facility access procedures developed/ visible identification required
19. Concepts of crime prevention through environmental design (CPTED) applied in reviews of facilities and in new design and modifications
20. Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
21. Agency employees identifiable by visible identification and/or uniform
22. Policy and procedures in place for facilities key control

## **Bomb Threat Checklist**

### Questions to Ask the Caller:

- What will cause it to explode?
- Did you place the bomb?
- Why did you place the bomb?
- Where are you calling from?
- What is your address?
- What is your name?

### Observations

- If the voice is familiar, whom did it sound like?
- Were there any background noises?

Telephone number call received at:

Person receiving call:

Any additional remarks:

## **Bomb Threat Procedures**

In recent years the use and threatened use of explosives in our society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

### **Steps to Be Considered**

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Many transit agencies already have a disaster or emergency procedure for responding to smoke, fire, or medical emergencies in stations, administrative facilities, and shops/yards. Several aspects of these procedures remain viable in a bomb threat procedure.

However, new problems must be addressed when a bomb threat is received. For example, in the instance of a fire, effort is directed at evacuating the occupants in a quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely re-occupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with 7 logical steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

Each of these steps is discussed below:

#### **Step 1: Threat Reception**

Threats are transmitted in several ways:

Telephone Threats (threat to detonate explosive is phoned into system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written into system)

- May be more serious than phoned-in threats

- Written threats are generally more difficult to trace than phoned-in threats

#### Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but, generally, they are directed at specific system personnel rather than at the system as a whole.
- The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, including:

- The time the call was received and on which telephone number or extension
- The exact words of the person making the threat should be recorded
- Indicate whether it was a male or female voice and an approximate age
- Note any accent or speech impediment or slurring of speech which could indicate intoxication or an unbalanced condition
- Listen for the presence of any background noises such as traffic, music, or other voices
- Decide if the voice is familiar
- The person receiving the threatening call should be prepared to ask the caller certain questions if the information has not been volunteered:  
Where is the bomb? -When is it going to explode?  
What does it look like? -What kind of bomb is it?  
Why did you place the bomb? -What is your name?

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians. To assist the person receiving the call, it is suggested a printed form be readily available. A sample is provided in

Appendix D. Typically, this checklist is kept readily available to the transit dispatcher or administrative personnel most likely to receive such a threat.

Written and Letter/Package Threats should be treated as "suspicious objects" (see Step 4).

### **Step 2: Threat Evaluation**

Two basic descriptions of threats can be identified:

- Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."
- Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

- Notify law enforcement (whether internal transit police and/or security or local law enforcement)
- Notify management personnel
- Initiate the search procedure
- Search before evacuation of personnel (employee search)
- Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

- Radio communication cannot be used (it may detonate the device)
- The environment is specialized, therefore, it cannot be searched effectively by outsiders

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access "land line" telephones to manage communications more effectively during the search. A system that utilizes the employees - after evacuations have been ordered -- should always and only use volunteers.

The following criteria help determine what immediate action to take:

Factors favoring a search before the movement of personnel (occupant search):

- There is a high incidence of hoax telephone threats
- Effective security arrangements have been established
- Information in the warning is imprecise or incorrect
- The caller sounded intoxicated, amused, or very young
- The prevailing threat of terrorist activity is low

Factors favoring movement of personnel before searching (volunteer search):

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- The area is comparatively open
- Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack
- A prevailing threat of terrorist activity is high

### **Step 3: Search Procedure**

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A central control mechanism is necessary to ensure a thorough and complete response. A printed station and/or facility schematic should be identified for each major transit facility. Wherever possible, stations should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel - familiar with the zone or section - identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. A compendium of station/facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be "crossed off" the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be commiserate with the perceived threat level:

An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.

- The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at risk. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the station or facility should be searched.



Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

Outside Station Areas	Inside Stations
<ul style="list-style-type: none"> <li>• Trash cans</li> <li>• Dumpsters</li> <li>• Mailboxes</li> <li>• Bushes</li> <li>• Street drainage</li> <li>• Storage areas</li> <li>• Parked cars</li> <li>• Shrubbery</li> <li>• Newspaper stands</li> </ul>	<ul style="list-style-type: none"> <li>• Ceilings with removable panels</li> <li>• Overhead nooks</li> <li>• Areas behind artwork, sculptures and benches</li> <li>• Recently repaired/patched segments of walls, floors, or ceilings</li> <li>• Elevator shafts</li> <li>• Restrooms</li> <li>• Behind access doors</li> <li>• Crawl spaces</li> <li>• Behind electrical fixtures</li> <li>• Storage areas and utility rooms</li> <li>• Trash receptacles</li> <li>• Mail rooms</li> <li>• Fire hose racks</li> </ul>

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes or rail lines to immediately bring their vehicles to a safe location, deboard passengers, and walk-through the vehicle looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

#### **Step 4: Locating an Unidentified Suspicious Package**

If an unidentified or suspicious object is found, all personnel should be instructed (1) not to move it and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information -how difficult to secure area, evacuate, nearest emergency exits, etc.

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Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object
- Activities to establish ownership of the object. (In the event that legitimate property has been left behind in error prior to the bomb threat being received.)
- Assignment of someone familiar with the building and the area where the object is located to meet the Explosives Disposal Unit personnel on their arrival (in the event that they have been called)
- Continue implementation of search procedure until all areas have reported to the central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

- Improvised Explosive Devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:
  - Blast over pressure (a crushing action on vital components of the body; eardrums are the most vulnerable)
  - Failing structural material
  - Flying debris (especially glass)
  - Asphyxiation (lack of oxygen)
  - Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave)
  - Bomb fragments
  - Burns from incendiary devices or fires resulting from blast damage
  - Inhalation of toxic fumes resulting from fires
- The following are four general rules to follow to avoid injury from an IED:
  - Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion
  - Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation
  - Keep away from glass windows or other materials that could become flying debris
  - Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation

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assembly area has been highly publicized

- Historically, perpetrators of bombings in the transit environment (in foreign countries such as Israel, France, India, and England) have used two tactics that intensify the magnitude of casualties inflicted by detonation of an explosive device:
- Perpetrators have detonated a small device to bring public safety personnel to the site; a larger, more deadly device has detonated sometime after the first device, thereby inflicting a large number of casualties on the first responder community.
- Perpetrators have used a real or simulated device to force the evacuation of a facility only to detonate a much more substantial device in identified bomb-threat evacuation assembly areas. These attacks are especially harmful because the evacuation assembly areas often concentrate transit personnel and passengers more densely than would otherwise be the case.

### **Step 5: Evacuation Procedure**

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well-known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be coordinated with local police in advance.

Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
  - Locate assembly areas in areas where there is little chance of an IED being hidden.
- Open spaces are best. Avoid parking areas because IEDs can be easily hidden in

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- vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
  - Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.
  - Select multiple assembly areas (if possible) to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

### **Step 6: Re-Occupation of Station/Facility**

Re-occupation of the building is a decision that must be made by an appropriate transit agency or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

### **Step 7: Training**

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventative and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

### **Conclusion**

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

## Appendix E Emergency Telephone Directory

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## Appendix F Grant Info

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## Appendix G

### Reporting Criminal Activity

## Dispatch Form

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify [dispatch or local police]. Report as much information as possible including:

Activity: What is happening? (In plain language and with as few assumptions as possible)

Description of Involved People: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is "moving," describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

- Color
- Year
- Make
- Model
- License

**DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.**

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.



# Appendix H

## Emergency Action Plan

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## PACE SUBURBAN BUS PANDEMIC INFLUENZA EMERGENCY PREPAREDNESS

### Potential Impact of an Influenza Pandemic

An influenza pandemic occurs when a novel strain of the influenza virus becomes easily transmissible among people, at which point global spread typically occurs. Three influenza pandemics occurred in the 20<sup>th</sup> century, 1918, 1957, and 1968. 1918 an estimated 40-50 million people died worldwide, 500,000 of them in the United States.

Many experts consider influenza pandemics to be inevitable, although it is not possible to predict when one will next occur. The impact of such an event could have a devastating effect on the health and wellbeing of the American public. In Illinois alone, over the course of 12 weeks:

- 2 million people may become ill
- 1.8 million people may require outpatient care
- 30,000 people may require hospitalization
- 8,700 people may die

### Avian Influenza

Avian Influenza is a highly contagious viral disease affecting the respiratory, digestive, and/or nervous system of many species of birds and is highly contagious among birds. Human cases of Avian Influenza have been reported among persons who handled affected poultry. If transmission of Avian Influenza from human to human begins and is sustained, a pandemic may result because most humans will not have antibodies to the new strain.

### Pandemic Influenza Preparedness and Response Plan

The State of Illinois Pandemic Influenza Preparedness and Response Plan was finalized on March 17, 2006. The plan is a comprehensive framework for Illinois to stop, slow or otherwise limit the spread of an influenza pandemic and sustain infrastructure and mitigate the impact to the economy and reduce social disruption. The plan is intended to be implemented within the context of a unified command emergency operating structure involving representation from local, state, and federal governments. Pace is a resource asset/support agency that is prepared to be called upon to provide buses and drivers.

### Agency Specific Contingency Plans

All state and local agencies should have plans in place to ensure maintenance of essential services during periods of high absenteeism due to illness. Pace has all hazard contingency plans which include utilizing maintenance and management personnel to operate buses and other transit vehicles in the event of high absenteeism among its bus operators.

An avian influenza outbreak will require the use of much of the same infrastructure and action as

that needed for response to other disasters in and around the Pace service area.

Pace has established the System Safety Emergency Preparedness Plan (SSEPP), conducted threat and vulnerability assessments and has established contingency plans for recovery of corporate and all operating divisions which include:

- All Hazards Approach
- Chain of Command/Unified Command
- Disaster agencies
- Alternate sites
- Public Information
- Communications
- Company records and documents

Pace is categorized as a resource asset/support agency for the State Emergency Operations Center as well as local Incident Command structures in the event of an emergency.

Pace response capabilities are enhanced by:

- Employees dedicated to public service
- Driver call up lists maintained
- More than 100 non-operating management personnel maintaining CDL licenses
- Intelligent Bus System (IBS)
- Back-up communication equipment
- Well maintained equipment
- Operator training
- Familiarity with the National Incident Management System (NIMS) and the Incident Command System (ICS)  
And ongoing planning and preparedness training

#### Pace Suburban Bus Emergency and Contingency Planning

Pace response capabilities to external emergencies are built upon a strong foundation. Pace currently participates in all hazard emergency preparedness planning and training with various federal, state and local government agencies such as the Red Cross, Salvation Army, Crusade of Mercy, U.S. Postal Service, Illinois Department of Transportation, Illinois Terrorism Task Force, U.S. Department of Homeland Security, U.S. Transportation Security Administration, local police and fire departments (MABAS, ILEAS) as well as county offices of emergency operations and other 151 Responder agencies in Pace's six county service area. Pace also participates in the Chicago Area Transit Alert Network (CTAN).

## Appendix H Emergency Action Plan

### **Contingency Plan for Recovery Definitions:**

1. *Incident Command System (ICS)* – A standard organizational system for the management of emergencies. The purpose of the ICS is to bring people, communications, and information together to manage emergency situations. ICS provides common terminology and procedures to ensure effective coordination among a variety of agencies.
2. *Incident Commander* - The person that is responsible for the overall direction and control of a disaster or other emergency.
3. *Inner Perimeter* -The immediate areas of a disaster site or police emergency.
4. *Outer Perimeter* - The demarcation of the area subject to controlled access. Areas outside the Outer Perimeter are deemed safe and open to the public. The areas inside the Outer perimeter are deemed unstable or dangerous.
5. *Operating Commander* -The person in charge of any operation unit handling an emergency. The operations commanders include the police supervisor, fire supervisor, medical director or public service coordinator. These individuals are under the direction of the Incident Commander.
6. *Safety Officer* -The officer assigned responsibility for assessing hazardous or unsafe situations and developing measures for assuring personnel safety. Although the safety officer may exercise emergency authority to take immediate action to address a critical safety issues, he/she normally works through the Incident of Operations Commanders.
7. *Staging Area* - Location away from the site for congregation of equipment and personnel.
8. *Temporary Morgue* -A facility established to temporarily store, process and identify the deceased at the scene of a disaster.

### **POSSIBLE OR CONFIRMED TERRORIST ATTACK**

1. Remain calm and be patient. Follow the advice of local emergency officials and listen to your radio for news and instructions. If possible, get in touch through your vehicle radio or cell phone with Red Cross.
2. If a disaster occurs near you, check for injuries. Give first aid if possible and get help for seriously injured people. Remember to avoid direct contact with blood and other body fluids. Each vehicle should have a bag with disposable gloves, first aid kit and other items.
3. If time allows, contact your family and let them know where you are.
4. If there is terrorist activity that is an immediate threat, go to a public building and take shelter as quickly as possible. Public schools and hospitals are some of the best places to go.
5. If you have passengers with you, assist them into a shelter.
6. If you are told to evacuate the area or the city, listen to radio announcements for evacuation procedures and, if possible, stay in touch with base. Follow the

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evacuation routes broadcast and do not attempt to take a shortcut as this could put you in the path of danger.

7. For large emergencies like these, you may hear a siren or the tone on the radio that you usually hear as emergency testing. Please keep your radio tuned to that station for information.

Appendix J  
DRAFT MEMORANDUM OF UNDERSTANDING  
LOCAL TRANSIT AGENCY AND COMMUNITY FIRST RESPONDERS  
(as part of a local government Critical Incident Response Plan, for example)

Purpose: To establish specific agreement between Pace Staff and Community First responders in the event of a community incident/emergency on board a Pace vehicle or on Pace property.

Hold Harmless Agreement

Appendix K

THREAT AND VULNERABILITY  
ASSESSMENT FORMS

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<b>CRITICAL ASSET THREAT AND VULNERABILITY ASSESSMENT</b>		
<b>Criticality (Level of Impact in the Event of Loss)</b>		
<b>Assets</b>	<b>People (1)</b>	<b>System (1)</b>
<b>Vehicles</b>		
Buses/vans		
Administrative vehicles		
Radios		
Fareboxes		
Other		
<b>Maintenance Area</b>		
In-house		
Entrances/exits		
Restrooms		
Equipment		
Other		
Contractor		
<b>Storage Lots</b>		
Vehicles		
Entrances/exits		
Fuel areas		
Other		
<b>Office Facilities and Equipment</b>		
Office furniture		
Computers		
Communications systems		
Entrances/exits		
Restrooms		
Storage areas		
Revenue collection facilities		
Employee parking lots		
Other		
<b>Transit Center</b>		
Entrances/exits		
Common areas		
Restrooms		
Other		
Notes: 1) Rate as "High," "Medium," or "Low"		

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<b>THREAT AND VULNERABILITY ASSESSMENT</b>				
	<b>Impact of Loss</b>			
<b>Probability of Loss</b>	<b>1 Catastrophic</b>	<b>2 Very Serious</b>	<b>3 Moderately Serious</b>	<b>4 Not Serious</b>
<b>A - Certain</b>				
<b>B - Highly Probable</b>				
<b>C - Moderately Probable</b>				
<b>D - Improbable</b>				
<p>1A, 1B, 1C, 2A, 2B, 3A: Unacceptable-Management must take action (i.e. "high" and "serious")            1C, 2C, 2D, 3B, 3C: Acceptable - with Management action and/or monitoring (i.e. "medium")            3D, 4A, 4B, 4C, 4D: Acceptable - No action required (i.e. "low")</p>				

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**PRIORITIZED VULNERABILITY REPORT**

<b>Transit Assets</b>	<b>Elements of Vulnerability</b>	<b>Current Levels of Protection</b>	<b>Assessment of Adequacy of Current Levels of Protection</b>	<b>Action Required? (Yes/No)</b>
<b>Vehicles</b>				
Buses/vans				
Administrative vehicles				
Radios				
Fareboxes				
Other				
<b>Maintenance Area</b>				
In-house				
Entrances/exits				
Restrooms				
Equipment				
Other				
Contractor				
<b>Storage Lots</b>				
Vehicles				
Entrances/exits				
Fuel areas				
Other				
<b>Office Facilities/Equipment</b>				
Office furniture				
Computers				
Communications systems				
Entrances/exits				
Restrooms				
Storage areas				
Revenue collection facilities				
Employee parking lots				
Other				
<b>Transit Center</b>				
Entrances/exits				
Common areas				
Restrooms				
Other				

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## **Appendix L**

### **DRAFT MEMORANDUM OF EXECUTIVE APPROVAL**

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## MEMORANDUM OF EXECUTIVE APPROVAL

To: All Employees, Volunteers and Contractors  
From: T. J. Ross  
Date: April 1, 2007  
Subject: System Security and Emergency Preparedness Program

It is the objective of Pace, to provide safe, secure and reliable service for its passengers and employees. To demonstrate our commitment, Pace has developed this System Security and Emergency Preparedness Program Plan (SSEPPP).

This SSEP Plan describes the policies, procedures and requirements to be followed by management, maintenance and operating personnel in order to provide a secure environment for agency employees, volunteers, and contractors, and to support community emergency response. All personnel are expected and required to adhere to the policies, procedures, and requirements established herein and to properly and diligently perform security-related functions.

Each Pace employee, is governed by the requirements and terms of this Plan, and must conscientiously learn and follow prescribed security and emergency rules and procedures. Each employee shall take active part in the identification and resolution of security concerns.

The responsibility for security falls within the Revenue Services area. If you should have any questions concerning the Security Plan, please contact Department Manager, Safety, training & Security, at (630) 801-3012.

Thank you for your cooperation.

## Appendix M

### CONTACTS AND OTHER RESOURCES

#### Contacts

For additional information contact the following.

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Transit Unit  
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9088 FAX 303 860-9087  
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Don Cover  
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216 16th Street Mall, #650  
Denver, CO 80202 303  
844-3242 FAX 303 844-  
4217  
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Harry Saporta  
Office of Safety and Security  
Federal Transit Administration  
400 7th Street, SW, Room 9305  
Washington, D.C. 20590  
www.fta.dot.gov  
www.volpe.dot.gov

Federal Emergency Management Agency  
Contact phone number: 303 235-4800

#### Colorado Department of Public Health and Environment

Martin A. Stolmack  
MCI/Counter-Terrorism Planning and Management  
Colorado Department of Health and Environment  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530  
303 692-2988  
martin.stolmack@state.co.us

**Colorado Office of Emergency Management**  
**Colorado Department of Local Affairs** Day time  
contact number: 303 272-1622  
Emergency line: 303 279-8855

**Colorado Regional Planners**

Bob Wold  
303 273-1778 FAX  
303 273-1795

Steve Denney  
970 248-7308 FAX  
970 248-7317

Kevin Kuretich 970  
679-4503 FAX 970  
669-7717

Patricia Gavelda 970  
247-7674 FAX  
970 247-7032

Cindy Mohat  
719 544-6563 FAX  
719 545-1876

Colorado Local Emergency Managers and Sheriffs are listed at  
[www.dola.state.co.us/oem/localem.htm](http://www.dola.state.co.us/oem/localem.htm).

**Intermountain Region:** Boulder, Broomfield, Chaffee, Clear Creek, Douglas, Gilpin, Jackson, Jefferson, Grand, Lake, Park, and Summit counties

**Northwest Region:** Moffat, Routt, Rio Blanco, Eagle, Garfield, Mesa, Delta, Montrose, Pitkin, Gunnison, San Miguel and Ouray counties

**Northeast Region:** Larimer, Weld, Logan, Morgan, Washington, Denver, Adaros, Arapahoe, Elbert, Lincoln, Sedgwick, Philips, Yuma, Kit Carson and Cheyenne counties

**Southwest Region:** Dolores, Montezuma, La Plata, San Juan, Archuleta, Mineral, Hinsdale, Saguache, Rio Grande, Alamosa, Conejos and Costilla counties

**Southeast Region:** Teller, El Paso, Fremont, Custer, Pueblo, Huerfano, Las Animas, Crowley, Otero, Kiowa, Bent, Prowers, and Baca counties

## Other Resources

Additional technical resources include the following:

Title: Transit System Security Program Planning Guide

Author(s): John Balog and Anne Schwarz

Year: 1994

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-94-01

DOT Number: FTA-MA-90-7001-94-1

NTIS Number: PB94-161973

Available: <http://www.transit-safety.dot.gov>

Title: Transit Security Handbook

Author(s): Annabelle Boyd and James Caton

Year: 1998

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-98-03

DOT Number: FTA-MA-90-9007-98-1

NTIS Number: PB98-157761

Available: <http://www.transit-safety.dot.gov>

Title: Critical Incident Management Guidelines

Authors: Annabelle Boyd and James Caton

Year: 1998

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-98-05

DOT Number: FTA-MA-26-7009-98-1

Available: <http://www.transit-safety.dot.gov>

Title: Transit Security Procedures Guide

Author(s): John Balog and Anne Schwarz

Year: 1996

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-94-08

DOT Number: FTA-MA-90-7001-94-2 9

Available: <http://www.transit-safety.dot.gov>

Title: Emergency Preparedness for Transit Terrorism

Authors: Annabelle Boyd and John P. Sullivan

Year: 1997

Sponsoring Agency: Transportation Research Board

Report Number Transit Cooperative Research Program Synthesis Number

27 Web site: <http://nationalacademies.org/trb/publications/tcm/tsyn27.pdf>

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Perspectives on Transit Security in the 1990s: Strategies for Success Author(s): Annabelle Boyd and Patricia Maier  
Year: 1996  
Sponsoring Agency: Federal Transit Administration (FTA)  
Volpe Report #: DOT-VNTSC-FTA-96-02  
DOT Number: FTA-MA-90-7006-96-01  
NTIS Number: PB96-185871  
Available: <http://www.transit-safety.dot.gov>

Title: Transit Security in the 90's  
Author(s): Kathryn Powell and Annabelle Boyd  
Year: 1996  
Sponsoring Agency: Federal Transit Administration (FTA)  
Keywords: Local transit-Security measures  
Volpe Report #: DOT-VNTSC-FTA-96-11  
DOT Number: FTA-MA-26-  
NTIS Number: PB97-146989  
Available: <http://www.transit-safety.dot.gov>

Title: Protecting Surface Transportation Systems and Patrons from Terrorist Activities - Volume One  
Author: Brian Michael Jenkins  
Year: January 1997  
Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies  
Report Number: IISTPS 97-4  
Full text available at: <http://www.transweb.sjsu.edu/publications/terrorism/Protect.htm>

Title: Protecting Surface Transportation Systems Against Terrorism and Serious Crime- 2001 Update  
Author: Brian Michael Jenkins  
Year: October 2001  
Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies  
Report Number: IISTPS 01-7  
Full text available at: <http://www.transweb.sjsu.edu/publications/terrorism/Protect.htm>

Title: Improving Transit Security  
Authors: Jerome A. Needle and Renee M. Cobb, J.D.  
Year: 1997  
Sponsoring Agency: Transportation Research Board  
Report Number Transit Cooperative Research Program Synthesis Number 21  
Web site: <http://nationalacademies.org/trb/publications/tcrp/tsyn21.pdf>

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**Appendix N**  
**HOMELAND SECURITY ADVISORY SYSTEM**  
**RECOMMENDATIONS**

The Homeland Security Advisory System Recommendations for businesses are presented on the following page. This was taken from the American Red Cross web site [www.redcross.org/services/disaster/beprepared/hsas/business.pdf](http://www.redcross.org/services/disaster/beprepared/hsas/business.pdf)

. Effective immediately, the procedures outlined below will be followed corresponding to the level of alert recommended by the Department of Homeland Security. .

LEVEL 1 ALERT (ELEVATED).

- Maintenance foremen to inspect garage area at least two (2) times per shift and complete proper documentation.
- All doors are to be closed and locked except gated and authorized entry doors.
- All employees must display their employee identification card at all times while on Pace property. The only exception would be for employees in uniform, who are required to carry their Pace ID at all times.
- All visitors must sign in and out at the appropriate location at each property and display visitor passes at all times while on the premises.
- Employees are not to allow entry for any visitor, except at designated entry locations. .
- Employees are to request that anyone not displaying proper identification identify themselves and their visiting purpose, and report the person to management staff.
- All employees are to be on the lookout for any suspicious activity or person on Pace property without the proper employee or visitor identification. . If you encounter what appears to be a suspicious person, report this immediately to management staff.
- All employees are to be on the lookout for any unattended packages in the buildings or buses, or any unattended or abandoned vehicles in parking lots or at terminals. Do not attempt to touch or move suspicious objects, but report them immediately to your immediate supervisor, dispatcher or management staff.
- Properties are responsible to see that all vehicles are accounted for. .

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.. *LEVEL 2 ALERTS (HIGH)*

- Complete recommended actions at *Level 1*, and:
- Supervision to check terminals and buildings and fill out check-off sheet.
- Maintenance foremen to inspect garage area, building outside perimeter and fence, at least two (2) times per shift and complete proper documentation.
- While vehicles are in for repair, maintenance employees will inspect vehicles in all areas for signs of tampering
- Service lane employees will check the underside of seats using an extension type mirror (checking for packages which may be taped underneath seat bottoms).
- Only vehicles with Pace authorized permits will be permitted in the building.

*LEVEL 3 ALERT (SEVERE!)*

- Complete all actions at both the *Level 1* and *Level 2* alert levels, and:
- Restrict all entrance points.
- Maximize work force.
- Re-deploy staff as appropriate.
- Provide staffing at appropriate locations to inspect underside of both bus body and under seats (using an extension type mirror), before allowing vehicles into building, parking or designated areas.
- Assign staff to check identification cards of all personnel who wish to enter, including uniformed employees.

MJM\_/molsecuritycodesmemoreg grs

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**Exhibit I**

**2020 to 2030**

**RFP# 419292  
City of Chicago  
ADA Paratransit Services**

**City of Chicago ADA Paratransit Services**

**Amendment #4 November 20, 2019**

**Sally Ann Williams**

**Pace Suburban Bus Service**

**EXHIBIT I  
CITY OF CHICAGO  
ADA PARATRANSIT SERVICES  
SCOPE OF WORK**

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## SCOPE OF WORK

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### DEFINITIONS

***Americans with Disabilities Act (ADA):*** Public Law 336 of the 101st Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.). The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. Public entities that operate fixed route transportation services for the general public are required by the U.S. Department of Transportation (DOT) regulations implementing the ADA to provide complementary paratransit service for persons who, because of their disability, are unable to use the fixed route system. These regulations (49 CFR Parts 27, 37, and 38) include eligibility requirements and service criteria that must be met by complementary paratransit service programs.

***ADA Paratransit:*** It is the demand response service required to provide comparable transportation service in accordance with ADA transportation regulations for individuals with disabilities who are not able to access the fixed route system. This service is to be comparable to the fixed route system in the service area.

***Demand Responsive System:*** Any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand responsive service.

***Dispatch:*** This is the communication of trip information to designed transportation vehicles and or service providers and monitoring for proper service delivery. This also includes eligible rider assistance with trip status, modifications or cancellations.

***Driver:*** A person who operates a vehicle in revenue service providing passenger transportation.

***Eligible Rider (also referenced to as a rider):*** An eligible rider is a person with disabilities who is certified as eligible by the Regional Transportation Authority and has an identification number beginning with "P" or possess an RTA ADA Paratransit permit or a person Pace has approved for service. Persons accompanying a rider, such as a companion or a personal care attendants (PCA), are not eligible riders. Companions and PCAs may only travel with an eligible rider.

***Facilitate:*** This is the comprehensive management of eligible rider trips provided by service providers. Facilitating includes dispatching, monitoring, providing service provider oversight for compliance with Pace guidelines, coordinating service providers for seamless service when transfers are part of the eligible rider itinerary and assistance eligible rider to accomplish eligible travel plans as requested.

***Fixed Route System:*** Public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule.



**Human Service Transportation:** Transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

**Individual with a Disability:** An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility. 49 U.S.C. 5302(a)(5).

**Mobility Management:** Mobility management is intended to build coordination among existing public transportation providers and other transportation service providers with the result of expanding the availability of service. Mobility management activities may include: The operation of transportation brokerages to coordinate providers, funding agencies and customers; Travel coordination activities such as coordinating individualized trip or travel planning activities for customers; The operation of one-stop transportation Call Centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs.

**Non-profit Organization:** A corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

**Operator:** An individual employed by a service provider that may operate a vehicle, used in Pace service, in revenue or non-revenue services

**Paratransit:** A mode of transportation provided in accessible and non-accessible vehicles on a demand response basis.

**Productivity:** Productivity shall be calculated by dividing the total number of one-way trips provided to eligible rider by the total number of revenue hours. Companions and Personal Care Attendants are not included in trip counts or productivity measures.

**Reservation:** The processing of a trip request by eligible riders for paratransit demand response service.

**Service Provider/Contractor:** A transportation carrier under contract with Pace to provide transportation services. This includes but is not limited to Taxi Independent providers, Taxi Affiliations, Companies in Livery service and Paratransit bus or van providers.

**Sponsor:** A local jurisdiction or human service agency that sponsors paratransit service provided by Pace.

**Taxi/Accessible Taxi:** A taxi is a vehicle that is used by a private provider of on-demand transportation service to the public that is regulated and licensed for such use by the municipality, county or other government entity. An accessible taxi is one which has the capacity to accommodate an eligible rider who uses a wheelchair as defined under 49 CFR 37.3, at a minimum, while remaining in his/her personal mobility device inside the vehicle, and meets the same requirements for lifts, ramps and securement systems specified in 49 CFR Part 38, Subpart B.

**Trip:** A trip shall be defined as transporting an eligible rider from the scheduled origin to destination. Travel from an origin to a destination is one trip.

**Trip Broker:** The feature in the Trapeze system to process the distribution of trip information for service delivery to the appropriate and cost-effective service provider.

## ACRONYMNS

ADA	Americans with Disabilities Act of 1990
ASE	Automotive Service Excellence
AVL	Automatic Vehicle Location
CDL	Commercial Driver's License
CTA	Chicago Transit Authority
DAR	Dial-a-Ride
DOT	Department of Transportation
ETA	Estimated Time of Arrival
FMVSS	Federal Motor Vehicle Safety Standards
FTA	Federal Transit Administration
IDOT	Illinois Department of Transportation
IVR	Interactive Voice Response
LEP	Limited English Proficiency
MD	Mobility Direct
MDC/MDT	Mobile Data Computer/Mobile Data Terminal
NDV	Non-Dedicated Vehicle
NTD	National Transit Database
NMMCC	North Mobility Management Call Center
RMMCC	Regional Mobility Management Call Center
PCA	Personal Care Attendant
RTA	Regional Transportation Authority
SP	Service Provider/Carrier/Service Contractor
TAP	Taxi Access Program
USDOT	U.S. Department of Transportation

## INTRODUCTION

Pace Suburban Bus, the Suburban Bus Division of the Regional Transportation Authority (RTA) invites proposals in response to the *Request for Proposal (RFP) No. 419292*. This RFP is for the procurement of:

Service Providers (Contractors) to provide origin-to-destination, demand response paratransit service for people with disabilities in the City of Chicago ADA service area and in areas designated by Pace and for the purpose of coordinating paratransit services with Pace Suburban services. Paratransit services under this contract shall be provided to and from origins and destinations that lie within an area approximately 3/4 of a mile on either side of existing Chicago Transit Authority (CTA) fixed routes and rail stations in the City of Chicago during the hours and days the service operates and in areas designated by Pace. Paratransit service includes but is not limited to scheduling and dispatching of vehicles according to Pace policy and procedures. Call center services, including reservations, scheduling and same-day service facilitation, will be provided through the Regional Mobility Management Call Center (RMMCC), described below.

The contracted services will run from **April 1, 2020 through March 31, 2027, with one (1) three (3) year option to renew until March 31, 2030.**

Contractor shall provide pricing for service to be provided as described in this *Exhibit I, Scope of Work*.

Please see *Exhibit A, Price Proposal* for more details on proposal pricing requirements.

All documents required and described in **each** exhibit of this RFP shall be submitted in response to this proposal. This includes detail on the firm's experience, certification documents, and itemized cost sheets for each proposed rate. Reference *Exhibit B, RFP Process for bid submission instructions*.

*Pace reserves the right to make multiple awards. Pace anticipates selecting four or more service providers operating under this Contract.*

**BACKGROUND**

Pace, the Suburban Bus Division of the Regional Transportation Authority (RTA), is a public transit agency based in Arlington Heights, Illinois, providing fixed route bus, ADA Paratransit, Vanpool, Suburban Dial-a-Ride and On Demand services to a six-county region of northeastern Illinois made up of Chicago and the suburbs. Total annual ridership across these services is approximately 40 million. The agency was established as a unit of local government in 1983 via state legislation and began operation a year later. Pace is governed by a 13-member board of directors comprised of current and former suburban mayors or village presidents, along with the City of Chicago Commissioner of the Mayor's Office for People with Disabilities. Pace operates one of the largest fleets in North America and one of the largest ADA Paratransit (accessible transportation for people with disabilities) systems in the county. Dial-a-ride services in suburban areas are provided in partnership with municipalities and some human service agencies; each sponsoring entity sets its own rules for eligibility, fares, advance-reservations, and service area. Additional agency information is available on the Pace website: [www.pacebus.com](http://www.pacebus.com).

Pace has been a leader in demonstrating innovative methods to coordinate paratransit services in the six-county service area. Pace first began coordinating paratransit service delivery in the mid-1980s in four of the six counties. Multiple paratransit operations in these four counties were pulled into one service contract per county, each with one call/dispatch center. Pace took these coordination efforts to a new level with the implementation of Ride DuPage in 2004, North Cook County - Township Riders Initiative Pilot (TRIP) in 2005, Ride in Kane in 2008, MCRide in 2010, Lake County DOT Coordinated Paratransit service in 2011 and Will Ride in 2013.

Pace contracted for centralized mobility management centers for service access to the constituents of entities purchasing demand response service. Riders call one number to access service in their respective county to access a myriad of services. Trips are assigned to a low-cost paratransit, taxi or livery provider, operating under contract with Pace. In 2008, the mobility management functions for DuPage and Kane counties were consolidated in a single Regional Mobility Management Call Center (RMMCC). In 2012, this call center also assumed responsibilities for mobility management functions in Will County and City of Chicago services. In 2013 mobility management functions for McHenry and Lake counties were consolidated into the North Mobility Management Call Center (NMMCC), operated by the McHenry County Contractor. The NMMC service is provided at a Pace-owned facility in McHenry County.

Pace currently contracts with 12 paratransit Contractors and 10 taxi companies to provide paratransit services in the six-county region. Pace has eight contracted paratransit call centers that take calls from riders, schedule trips, and dispatch vehicles; three call centers currently serve the City of Chicago and five call centers serve suburban areas. Seven of the call center contractors operate vehicles and are responsible for all aspects of service operation, including the three in Chicago as well as North Cook, West Cook, South Cook and McHenry counties.

Currently, the RMMCC is responsible for reservations, scheduling, and day-of-service facilitation for DuPage, Kane, and Will counties, as well as trip distribution and day-of-service facilitation for all four City of Chicago ADA Paratransit contractors (and four taxi contractors). Effective August 1, 2019, the RMMCC also will be responsible for reservations, scheduling and day of service

facilitation for the South Cook service area. The RMMCC does not operate vehicles. In contrast, the NMMCC Contractor is responsible for reservations, scheduling and day-of-service facilitation for Lake and McHenry counties, and operates vehicles for McHenry County.

**The Trapeze PASS automated program is used for scheduling, dispatching and to maintain a database of all paratransit service information.**

In addition to City of Chicago ADA Paratransit service, Pace also administers the Taxi Access Program (TAP). TAP service is mandated by a City of Chicago ordinance and all Chicago taxi providers are required to accept TAP cards. TAP provides ADA Paratransit-eligible riders the option of using taxis at reduced rates for same-day trips that begin within the City of Chicago. In 2018, TAP provided more than 170,000 rides. This service is **not** included in this contract.

**SUMMARY**

Pace, the Suburban Bus Division of the Regional Transportation Authority in Chicago, IL is the second largest paratransit transit system in the United States. Pace provides Americans with Disabilities Act (ADA) complementary paratransit, vanpool and other coordinated paratransit services for Cook, DuPage, Kane, Lake, McHenry and Will counties. In addition, Pace provides fixed route service in the six- county suburban areas surrounding the City of Chicago including Suburban Cook County.

**Request for Proposal (RFP) No. 419292** is for the procurement of a service provider (referred to as the **Contractor**) to provide the following transportation services in the CTA City of Chicago service area:

- ADA origin-to-destination, demand-response Paratransit service for people with disabilities
- Regional Transportation Authority ADA Certification transportation
- Additional service to meetings and hearings

ADA Paratransit services under this Contract shall be provided to and from origins and destinations that lie within an area approximately three-fourths (3/4) of a mile on either side of existing CTA fixed routes in the City of Chicago during the hours and days the service operates and in areas designated by Pace. The City of Chicago ADA Paratransit service is available only to people who are registered for ADA service. The Contractor shall be compliant with all applicable U.S. Department of Transportation (DOT) and Federal Transit Administration (FTA) rules and regulations during the term of the Contract.

The RTA Certification Transportation program provides transportation to/from assessment sites for the purpose of ADA certification. Paratransit service includes but is not limited to scheduling and dispatching of vehicles in accordance with Pace policy and procedures.

Pace currently employs the **Trapeze** scheduling and routing database for managing all services.

The City of Chicago ADA Paratransit services are operated using multiple service providers including dedicated paratransit services and non-dedicated service providers under a central call center environment. Trip distribution is based on service performance, trip cost and provider capacity. Attachment 3 in this Exhibit I Scope of Work is a table of estimated revenue hours and one-way trips based on potential productivity levels and daily trip requests assuming four (4) dedicated service providers. This illustrates potential service demand based on two (2) service providers operating 20% of ridership and two (2) service providers operating 30% of ridership. (See **Attachment 1 Potential Daily ADA Paratransit Service Demand Data in this Exhibit I Scope of Work** for daily average information).

Contracted service providers/Carriers are required to maintain vehicle and driver capacity to meet the demand for paratransit services in the City of Chicago. Minimum service capacity of the daily service demand for each day of the week shall be affirmed by Pace after the assessment of Carriers proposed daily service capacity. A week is defined as Monday through Sunday including holidays.

**I. GENERAL DESCRIPTION OF SERVICE**

The Contractor shall provide the paratransit services described in Components I through III. This includes all tasks and function required for delivery of service as described herein. Routing/Scheduling, and dispatching of vehicles and drivers, as well as vehicle operations, including direct service delivery, window dispatching and vehicle maintenance in accordance with Pace policies and procedures. The Contractor shall provide detailed procedures as required in *Exhibit B*.

Under this contract, reservation requests will be taken and initially scheduled by the Regional Mobility Management Call Center, which is under contract to Pace to perform these services. The RMMCC also will be responsible for day-of-service trip facilitation for riders. RMMCC staff in Pace service shall be employed by the RMMCC Contractor.

*The Contractor shall be flexible in the methods of operation and assignment of staff. The Contractor shall have the ability to increase or decrease scheduling and dispatch personnel, as needed, and have the expertise to employ innovative techniques and technology to effectively provide service as required by Pace. Pace reserves the right to adjust the boundaries of the service areas described in this Contract at any time. The Contractor shall have the ability to expand services into adjacent Pace service areas to meet public transit service demand and FTA DOT ADA requirements for complementary paratransit services.*

The Contractor agrees to comply with Pace policies and procedures as outlined in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)* and in this *Scope of Work (Exhibit I)*.

Contractor personnel shall be familiar with and abide by the operating standards set forth in *Exhibit G and Exhibit I*. In addition, personnel performing the delivery of service shall fully understand Pace's overall goals and policies as defined in this Contract when carrying out their responsibilities. In the event of a conflict between the policies and procedures as defined in *Exhibits G and I, Exhibit I* shall take precedence.

**Component I – City of Chicago ADA Paratransit Service:** This component of service is open and limited to persons with disabilities who are certified as eligible by the Regional Transportation Authority and have an identification number beginning with “P” or possess an RTA ADA Paratransit permit. The Contractor shall provide origin-to-destination, demand response paratransit service for people with disabilities. Service shall be provided to persons with disabilities whose trip origin and destination lie within an area approximately three-fourths (3/4) of a mile from existing CTA fixed-routes in the City of Chicago. Service shall be provided during the hours and days fixed-route service operates and in areas designated by Pace. Contractor shall be responsible for coordination of Chicago ADA services with suburban ADA services as directed by Pace.

*At Pace's discretion, other non-ADA certified riders may be provided transportation under Component I, subject to approval by Pace and consistent with the standards of service provided under this Component.*

**Component II – Regional Transportation Authority ADA Certification Transportation:**

During the term of this contract, Pace may require the Contractor to provide origin-to-destination, demand response paratransit service for people with disabilities to and from the designated RTA certification interview/assessment sites. All trips provided under this component shall be booked by Pace and scheduled by the Contractor. This component of service is limited to persons who are applying for ADA Paratransit service eligibility. All trips provided under this component shall first be authorized by Pace.

**Component III – Additional Service to Meetings and Hearings:** During the term of this Contract, Pace may require the Contractor to provide service to and from meetings, public hearings, and other events as specified by Pace.

***Pace may require the Contractor to add other service components during the life of the Contract at the stated hourly rates. The Contractor shall be capable of expanding dispatch, maintenance, and vehicle storage capabilities to accommodate added service components.***



## II. DETAILED DESCRIPTION OF SERVICE

The service requirements below apply to each Component unless otherwise specified. Pace reserves the right to adjust the boundaries of the service areas described in this Contract at any time. Pace will provide the Contractor with specific information detailing any boundary changes.

Holidays are run as Sunday service days. Where the term “**holiday**” is used, it means the day of observation for the six (6) following holidays (unless otherwise specified in each component):

- New Year’s Day
- Memorial Day
- Independence Day (Fourth of July)
- Labor Day
- Thanksgiving Day
- Christmas Day

*Pace reserves the right to increase or decrease the hours of service upon written notice to the Contractor. The Contractor shall be given no less than 14 days’ notice of such changes.*

*Pace reserves the right to modify service guidelines for implementation by the Contractor upon providing written notice. The Contractor shall be given no less than 14 days’ notice of such changes.*

The Contractor shall coordinate transfers with adjacent Pace funded services and other public transportation services within the service area and in the surrounding region whenever required by Pace. The Contractor shall honor all Pace fare instruments as directed by Pace and shall follow the requirements contained in *Pace’s Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*.

The actual number of revenue hours and trips for all components of service shall depend on actual demand and on Pace’s budget. Trips assigned to Contractors shall be at the discretion of Pace. Pace reserves the right to increase or decrease the number of daily trips. Daily trips stated in each section are only included to give proposers a historical perspective of past service levels. A summary of recent historical performance is included in *Attachments 1 and 2* at the end of this *Exhibit I*.

The Contractor shall be flexible in the deployment of vehicles and vehicle revenue hours throughout the day. The Contractor shall schedule rider trips and deploy vehicles to provide service to meet as much of the demand for service as possible in the most efficient manner possible.

Where necessary, the Contractor shall be prepared to employ split shifts to provide more service during peak hours and be prepared to deploy a vehicle to provide a single trip, if

necessary. Pace may give the Contractor direction regarding deployment of vehicle hours throughout the day.

The Contractor shall deploy vehicles and schedule trips to maximize the efficiency of all services to meet demand. **The Contractor shall provide detailed procedures as required in *Exhibit B*.**

The Contractor shall monitor service in real-time and to be aware of Contract performance levels during all hours of operation. The Contractor shall have a constant knowledge of their compliance with required performance measures for all aspects of the Contract including but not limited to: service on the street, dispatch, reservations, window dispatching, and vehicle maintenance.

The Contractor shall maintain a recordkeeping system to identify trips by each component of service and type of trip. Pace will provide guidance to the Contractor to develop a recordkeeping system which will provide the information required by Pace and other funding sources. This includes such information as vehicle hours, trips, and other service data by component of service. Contractor shall reconcile data daily.

Details specific to each Component are listed below.

**IMPORTANT SERVICE DESCRIPTION NOTE:** During the term of the Contract, service components described in this Contract may be restructured to accommodate the goals and service guidelines of the project. It is the stated goal of the project to provide coordinated demand response type transportation across the service area in an efficient manner, which permits the greatest amount of service for the funds available. The service component descriptions below are intended to be descriptions of current services provided in the City of Chicago service area. These services may be restructured over the term of this Contract to create a more efficient service system as additional services are added.

Pace reserves the right to modify the service guidelines described below for any or all Service Components covered by this Contract, including the defined service area, hours of operation, fares, eligibility guidelines, subscription definition, reservation guidelines, and, in general, any guideline applicable to an individual service component or all service components collectively. The Contractor will be given as much notice of such changes as possible and will be given no less than 14 days' notice.

**Component I – City of Chicago ADA Paratransit Service**

Service shall be origin-to-destination, demand response ADA Paratransit as described in this Service Component. Service shall be provided to persons with disabilities whose trip origin and destination lie within an area three-fourths ( $\frac{3}{4}$ ) of a mile on either side of an existing Pace fixed route within the boundaries described on the map(s) attached to this contract. Services are to be provided during the hours and days the Pace fixed route service operates and in areas designated by Pace for the purpose of coordinating ADA Paratransit services.

1. **Service Area** – The Contractor shall provide origin-to-destination ADA Paratransit service within the City of Chicago service area. Service shall be operated to mirror the level of fixed route bus service provided by Chicago Transit Authority (CTA) and Pace in the City of Chicago service area.

The ADA Paratransit service area is generally within three-fourths ( $\frac{3}{4}$ ) of a mile of CTA and Pace bus routes and up to ( $\frac{3}{4}$ ) of a mile radius of each CTA rail station. The service area includes O'Hare and Midway airports and may also include other areas as designated by Pace (see *Attachment 4*). A map showing the distribution of pick-ups throughout the City of Chicago service area during March 2018 is included for reference in *Attachment 5* of this *Exhibit I*.

The Contractor will be provided with service area maps that will specify boundaries. The service areas are coded in the Trapeze scheduling system. Pace reserves the right to update the service area map periodically to reflect changes in fixed route services. The Contractor will provide service across service boundaries within a reasonable distance as authorized by Pace. An ADA Service area map is included as *Attachment 4* of this *Exhibit I*.

**Any changes in the service areas specified in the service area description must have the prior approval of Pace. Pace may extend or reduce the boundaries of the ADA service areas described in this Contract at any time with no less than 14 days' notice to Contractor.**

2. **Hours of Service** – The Contractor shall provide service within the CTA and Pace Paratransit service area described above during the days and hours regular (non-commuter) fixed route bus and rail services operate in the area as directed by Pace. Pace Chicago ADA Paratransit Service shall generally mirror the level of service provided by CTA fixed-route services. The service area and hours of service may vary by day of week and time of day.
  - a. Currently, ADA Paratransit service is operated 24 hours a day, seven days a week.
  - b. Any changes in the hours of service or service area specified in the service description must have the prior approval of Pace. Pace, at any time, may extend or reduce the boundaries or service hours of any or all of the ADA service areas described in this Contract.

3. Deployment of Vehicles – The Contractor shall deploy vehicles throughout the service area in the most efficient manner possible. In the event that a transfer is arranged, the Contractor shall ensure that the vehicle carrying the eligible rider to the transfer location waits with the eligible rider until the second transfer vehicle arrives. The Contractor shall record each leg of the trip as a separate trip. The eligible rider will not be charged an additional fare for a Contractor-arranged transfer. Under no circumstances will an eligible rider be required to transfer more than once within the service area.
4. Eligibility – Prior to using the City of Chicago ADA Service, an individual must be eligible and registered for ADA Paratransit Services and possess an ADA Paratransit I.D. card or letter verifying eligibility. Eligible individuals will be identified in the client files in Trapeze. Registration applications shall not be accepted by the Contractor, nor shall the Contractor provide paratransit service to an individual who is not registered for ADA Paratransit without prior approval from Pace. Pace reserves the right to expand or reduce the number of certified riders, and to modify the method(s) and standard(s) used for the certification of riders.

If the Contractor receives a trip request from an unregistered/unauthorized person, that person must be referred to the RTA for ADA registration information.

***The Contractor will not be reimbursed for service provided to any rider who is not registered for ADA Paratransit Services or other registration method as authorized by Pace, unless such service has been specifically authorized by Pace staff.***

5. Personal Care Attendants (PCAs) and Companions – The Contractor shall allow eligible riders to have one (1) non-fare paying PCA while utilizing the services under Component I, as described above. In addition to one non-fare paying PCA, a full cash fare paying Companion may ride with the eligible rider. A total of two attendants/companions shall be allowed to travel with the eligible rider.

Attendants and/or companions shall be picked up and dropped off at the same location as the eligible rider. Additional companions may accompany the eligible rider if vehicle capacity permits. Additional attendants/companions will pay the full cash fare. The Contractor shall not provide an attendant for eligible riders.

Pace reserves the right to change the definition and/or policy regarding Personal Care Attendants and Companions.

6. Fares – Each eligible rider will pay the one-way fare in effect at the time of the delivery of the ride. The Contractor shall be responsible for collecting the required fare from each eligible rider. The Contractor shall be required to accept tickets, transfers, or other fare mechanisms as approved by Pace. The Contractor's Bus Operators shall be required to properly punch and issue transfers in accordance with Pace's transfer policies and fare structure. The Contractor shall require drivers to carry an accurate time piece and transfer punch while on duty. The Contractor shall provide the fare amount to collect at the time of

the trip when communicating trip information to the driver. Pace reserves the right to change the fare during the period of the Contract.

7. Subscription Service – Subscription service is limited to currently approved subscription riders. The Contractor shall not provide new subscription service unless authorized by Pace.
8. Reservations – For this component of service, reservations shall be made one day in advance of the day service is required, with the exception of authorized subscription requests. The RMMCC shall take reservations for this service on the following days and times:
  - Monday through Friday 6:00 a.m. to 6:00 p.m.
  - Saturday, Sunday, Holidays 6:00 a.m. to 6:00 p.m.

Requests for same-day service will only be accepted based on available vehicle capacity without adversely affecting trips already scheduled for the day (see *Section V, Item A.5* below).

At its option, Pace may change the number of days in advance that reservations may be accepted or adjust the hours during which reservations are accepted.

9. Estimated Daily Service – This information is made available for an overview of service based on historical data. The Contractor is responsible for projecting service demand. A summary of recent historical performance is included in *Attachments 1 and 2* in this *Exhibit I*.

**Component II – Regional Transportation Authority (RTA) ADA Certification Transportation**

This component is for transportation to and from ADA Paratransit certification interview sites operated by the RTA. Currently, service is primarily provided by taxi operators; however, during the course of the Contract the Contractor may be required to provide trips under this Component.

1. Service Area – Service shall be provided from the City of Chicago service area to the ADA Paratransit certification interview sites, currently located at 8753 S. Greenwood Avenue and 4320 W. Montrose Ave in Chicago, or as designated by Pace.
2. Hours of Service – The Contractor shall provide service to and from the designated interview site for appointments from approximately 7:30 a.m. to 5:30 p.m., Monday through Friday. Some Saturday and evening service may be required.
3. Deployment of Vehicles – The Contractor shall deploy vehicles throughout the service area in the most efficient manner possible. Applicants may share transportation with ADA-certified riders. However, riders traveling under this component of service are not subject to transfers.
4. Eligibility – Pace is notified by the RTA when applicants are eligible for transportation to certification interviews. Contractors shall provide transportation service only to those RTA customers referred to the Contractor by Pace. Except as otherwise noted in this section, riders traveling to and from RTA certification locations are subject to the same rules and entitled to the same privileges as ADA certified riders.
5. Personal Care Attendants and Companions – The Contractor shall accommodate each applicant to travel with up to two accompanying persons. Additional accompanying persons shall be accommodated if space permits.
6. Fares – The Contractor shall not collect any fares from RTA clients or their companions.
7. Subscription Service – The Contractor shall not provide subscription service under this component.
8. Reservations – Pace will book trips for RTA certification riders to be transported to evaluation appointments during regular business hours. Pace will book the appointment time for arrival at the interview site. The Contractor shall schedule a pick-up time in the origin section of the trip booking screen that shall allow the rider to meet the required arrival time. For the return trip Pace will book the pick-up time. Contractors shall have trips scheduled by 11:00 p.m. the same day Pace books the trip into the Pace-provided scheduling and dispatch system. Requests for same-day service shall be accommodated only if the schedule will allow it.
9. Estimated Daily Service – Service under this Component is primarily provided through taxis but may be assigned to Contractors during the term of this Contract.

**Component III – Additional Service to Meetings and Hearings**

Periodically during the term of the Contract, Pace may require the Contractor to provide transportation service to and from meetings and public hearings, or to and from other events as specified by Pace. Depending on the location and the starting time of these meetings, the Contractor may be required to provide service to ADA-eligible riders, or other riders identified by Pace, beyond normal service area or hours, as directed by Pace. For such events, the Contractor shall provide the service authorized by Pace until the last rider is transported to his/her final destination after the meeting has concluded. Pace will inform the Contractor of the meeting schedule prior to each meeting, hearing or other event for which transportation will be required under this component.

**III. INTEGRATION AND COORDINATION OF SERVICE**

- A. **Integration of Service:** The Contractor shall make every attempt to integrate service provided for Components and shall make every effort to increase service efficiency and capacity through such integration of services.

Wherever possible, within the guidelines of this Contract, the Contractor shall schedule trip requests for the eligible component of service which will provide service in the most efficient, least expensive method, taking into account the cost to the rider.

The Contractor is responsible for the distribution of trips, for all service components, to the appropriate and cost-effective service provider for service delivery in compliance with all Pace guidelines and DOT ADA regulations.

- B. **Coordination of Service:** The Contractor shall coordinate service with Pace and other public transportation services where available. The service dispatcher shall be knowledgeable of other public transportation services available in the service area covered by this Contract.

The Contractor shall coordinate all transfer trips required for trips originating within the contracted service area. This includes but is not limited to communication with the connecting Contractor to accomplish the transfer in an efficient and safe manner. The Contractor shall document communication of transfers as required by Pace. If the Contractor will be late to pick-up or drop-off a rider for a vehicle-to-vehicle transfer and does not try to contact connecting provider or contract manager, liquidated damages may be imposed.

For efficient transfer to Pace and other public transportation services, Pace may designate transfer points. In the absence of designated transfer points, all transfers shall be made at points which give the safety and convenience of the rider a high priority.

It will be the responsibility of the eligible rider traveling into other service areas to contact the respective service providers to arrange a transfer between service areas. However, the RMMCC may assist eligible riders, when required, in coordinating such transfers. This may include contact with other Contractors to facilitate the transfer.



**IV. VEHICLES (This entire section has changed)**

Pace shall coordinate with all Contractors to provide a standard uniform fleet for ADA Paratransit services in the City of Chicago. Pace reserves the right to remove and exclude any vehicle from use in Pace service.

The Contractor is required to keep vehicle information current during the contract period and abide by all requirements of non-Pace vehicles as described in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*.

All vehicles providing services under the terms of this Contract shall be licensed and meet the minimum vehicle requirements as mandated by Federal regulations, the State of Illinois Vehicle Code, and all applicable laws or regulations of governmental bodies having jurisdiction over the Contractor's operations.

Contractors are required to maintain a minimum 10% spare fleet ratio to assure Contractor operates at capacity required daily.

The proper vehicle credentials shall always be displayed as required.

All vehicles shall include Title VI and any other signage as required by DOT/FTA Regulations and provided by Pace.

The Contractor shall ensure each vehicle shall be equipped with an operating two-way radio or equivalent communicating device for voice communication with the Contractor's dispatcher.

Vehicles must be cleaned and wash at minimum as described in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*. In addition, vehicles shall be equipped with seat belt covers and/or seat covers to maintain a neat and clean appearance, as needed. Pace reserves the right to inspect vehicles and remove any vehicle from Pace service which Pace representatives deem to be unsafe, mechanically unsound, dirty, in non-compliance with the terms of this Contract, or unacceptable to Pace.

The Contractor shall use all vehicles assigned for this Contract interchangeably, as needed, in the most efficient manner possible to satisfy the demand for all services covered by this Contract. The Contractor must oversee vehicle usage to ensure all vehicles are rotated into service regularly. Contractor-owned vehicles approved for Pace service shall only transport Pace riders. Non-Pace Vehicles

**A. Non-Pace Vehicles**

1. All Contractor-owned vehicles shall comply with vehicle requirements described herein and with *Attachment 6 Revenue Vehicle Requirements* of this *Exhibit I*.
2. All vehicles shall comply with all applicable ADA requirements to ensure equal access

- to persons with disabilities (DOT/FTA vehicle requirements are described in 49 CFR Part 37 and Part 38). DOT/FTA vehicle accessibility requirements may be obtained via the FTA website: [www.transit.dot.gov](http://www.transit.dot.gov).
3. The Contractor shall submit, and maintain current, a roster of vehicles, in compliance with the vehicle requirements herein, to be used in Pace service. This information is to be submitted in the format provided in *Attachment 7 Sample Fleet Information and submitted with* the Contractor's technical proposal.
  4. The Contractor shall ensure all vehicles providing services under this Contract meet or exceed the Federal Motor Vehicle Safety Standards (FMVSS), are equipped with properly functioning restraints/seat belts available for all riders transported, have working heaters and air conditioners, and are clean, safe and in proper operating condition. A vehicle in Pace service shall not exceed 200,000 original vehicle miles or be more than six (6) years old. Prior to the six (6) year maturity of a vehicle, the Contractor may request a waiver to extend the use of a vehicle. The waiver may be granted at the discretion of Pace. Pace reserves the right to approve or remove any vehicle in Pace service.
  5. Contractor-owned vehicles shall display the Pace logo and accessibility decals as required by Pace. All vehicles shall have their paint colors approved by Pace before being placed in service. **Decals, labels, graphics, and or advertisements not approved by Pace are prohibited.** All color schemes and/or displays in the interior or exterior of the vehicle shall be approved by Pace.
  6. The Contractor shall ensure Pace has access to company and/or owner-operated vehicles, used in Pace service, for inspection upon request.

#### **B. Pace-Owned Vehicles**

Pace-owned vehicles may be provided to the Contractor at the discretion of Pace to meet service demand. In reference to Pace vehicles, the Contractor agrees to comply with Pace policy and procedures as outlined in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*. Pace vehicles shall be used exclusively for Pace service.

Pace-owned vehicles may be equipped with Pace owned fareboxes. The farebox vault keys are the responsibility of the Contractor. Pace is responsible for the farebox mounting keys. A mounting key shall be provided to the Contractor for the duration of the contract. The Contractor agrees to comply with Pace policy and procedures as outlined in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*.

**V. RESERVATIONS, SCHEDULING, DISPATCHING, WINDOW DISPATCHING AND RELATIONSHIP OF CONTRACTOR TO CALL CENTER**

The Regional Mobility Management Call Center or RMMCC, shall take reservations for each service at the times and on the days specified for each component of service contained in *Section II. Detailed Description of Service of Exhibit I. Call-taking/Reservation functions include trip screening.*

The RMMCC shall ensure that reservation and dispatch functions are always staffed by adequately trained personnel and all scheduling, dispatching, facilitating, and call taking tasks are handled in a manner that meets or exceeds the terms of the Contract during all service and call-taking hours.

The RMMCC shall have sufficient staff on site and physically present in the call center to adequately carry out all duties during both standard operating circumstances and in the event of an emergency.

For this Contract, the Contractor shall notify Pace, in writing, prior to the start of the Contract, of the scheduled hours that each dispatcher and scheduler will work. The Contractor shall provide schedules to Pace, in order of staff position, indicating level and adequacy of training coverage being maintained. These staffing reports shall be submitted weekly or upon request. The Contractor shall keep Pace informed throughout the term of the Contract of changes in staff.

Natural disasters, power or other equipment failures, on the road emergencies or other service problems do not relieve the Contractor from the requirement to maintain sufficient staff in the office to meet the Contract terms.

All Contractors shall comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d, and with the provisions of U.S. Department of Transportation Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**A. Reservations and Scheduling Requirements – RMMCC**

1. Reservations: Reservations shall be made in accordance with the procedures set forth in the *Reservations* section of each component. The call taker shall follow the reservation script provided by Pace (included for reference in *Attachment 8 Pace Reservation Script*). Pace reserves the right to modify the script at any time.

The RMMCC shall provide sufficient, adequately trained personnel who are capable of taking rider calls to meet the standards required in its contract with Pace.

2. Reservation Information to Record: The call-taker shall record the information listed below for each trip request. Please note that riders may request a pick-up time or a drop-off time, but not both.
  - a. Name of rider
  - b. Name of person requesting trip for rider (if other than rider)
  - c. Component of service/funding source
  - d. Caller's ADA Paratransit ID Number, when appropriate
  - e. Trip origin address
  - f. Trip destination address
  - g. Desired pick-up time (if requested by rider)
  - h. Desired drop-off time/appointment time (if requested by rider)
  - i. Telephone number where caller can be reached at the trip origin and destination
  - j. If the rider chooses to receive an IVR call-back, a call-back phone number for the rider
  - k. Number of riders for trip requested (PCA, companion(s), children etc.)
  - l. Mobility device(s) (including those needed for companions and/or PCAs)
  - m. Space type(s) (including those needed for companions and/or PCAs)
  - n. Other required information for trip booking as instructed by Pace
  - o. Trip purpose (for information only) as specified by Pace for each component

The call-taker shall inform the rider of the negotiated pick-up time. The RMMCC shall not change the rider's negotiated pick-up time without contacting and negotiating a new time with the rider a day in advance of the date of service. If the rider does not agree to the new pick-up time the change cannot be made. If the rider agrees to a new pick-up time. The RMMCC is to code the original request as an Advance Cancel and book a new trip with the new pick-up time. Notification of the amended pick-up time shall be documented, recording the time of the call and identifying the RMMCC's staff member that contacted the rider. The original trip booking shall be canceled, and a new trip booking created with the amended negotiated pick-up.

The RMMCC shall be responsible for screening the conditional eligibility of rider trip requests. This function is termed *trip screening*. Pace reserves the right to modify these procedures.

3. Reservations for Transfer Trips: Reservation information for each leg of a trip request requiring a transfer shall be taken by the RMMCC who makes the reservation where the trip originates. The RMMCC shall coordinate all transfers required for trips originating within the contracted service area. This includes but is not limited to communication with the connecting Contractor to accomplish the transfer in an efficient and safe manner.
4. Cancellations: Any scheduled ride cancelled by the rider at least two (2) hours prior to the scheduled pick-up time. Rides which are cancelled by the Contractor for any reason shall be recorded. For the purposes of this Contract, cancellations shall be classified as follows:

- a. **Late Cancellations:** Any scheduled ride that is canceled by the rider less than two (2) hours prior to the scheduled pickup.
  - b. **Advance Cancellations:** Any Scheduled ride that was cancelled the day before the pickup.
  - c. **Same Day Cancellations:** Any ride that was canceled on the same day that the trip was scheduled two (2) or more hours prior to the scheduled pickup time.
5. **Same-Day Requests:** The RMMCC shall allow same day trip requests only when the schedule allows changes to be made. For a same-day trip request to be accommodated, the request shall be made by the rider with enough notice so that the RMMCC can book the trip without any interruptions or negative impacts on service. If the same day trip request can be accommodated, and is a modification of a previously booked trip, the original trip shall be canceled, and the new trip booked.
6. **Trip Status:** The RMMCC shall provide an estimated time of arrival (ETA) and or status or information on trips as requested by the riders.
7. **Trip Denials:** Trip Denials shall be defined as follows:
- a. **Eligibility Denial:** Any ride request that cannot be accommodated within the guidelines of this Contract. This includes the following:
    - i. The rider is not eligible for the service under any of the components of this Contract
    - ii. The request is outside the service area of the Contract
    - iii. The requested trip time is outside of service hours for the relevant component
    - iv. The trip is not an eligible trip
  - b. **Adversarial Denial:** A trip offered by the RMMCC that is within one useable hour of the trip request which is declined by the rider.
  - c. **Capacity Denial:** The rider requests a trip which the RMMCC declines to book and does not offer a new time to the eligible rider within one useable hour.

For ADA Paratransit service, capacity denials are not allowed and violate the DOT ADA regulations. ADA Capacity denials shall be reported to Pace by the Call Center Contractor within one (1) working day. For more information, refer to the FTA website at [www.transit.dot.gov](http://www.transit.dot.gov). The RMMCC shall accommodate trip requests as required by the DOT ADA regulations. Pace may provide assistance in extenuating circumstances should the Contractor be unable to fulfill this requirement.

The RMMCC shall record all trip denials of any type using the Pace provided scheduling software. If a capacity denial violation occurs, the Call Center Contractor shall notify Pace within one business day.

**B. Scheduling/Routing Dispatching and Window Dispatching Requirements – Contractor**

1. Scheduling/Routing: The Contractor is responsible for finalizing the schedules and routing for all the specific services provided under this Contract according to guidelines established for each service Component herein and Pace guidelines. The Pace provided scheduling and dispatching software shall be used as the tool for scheduling trip requests. If there is a failure of the scheduling and dispatch system, the Contractor shall schedule and dispatch using manual processes. It is the Contractor's responsibility to ensure appropriate scheduling is achieved taking into account travel time, geographic area, traffic patterns, appointment times, requested pick-up times, requested travel plan and other factors that may affect the timely delivery of service.

The Contractor is responsible for scheduling/routing and providing all trips assigned daily as part of the final trip distribution process. An assigned trip not provided by the Contractor may be coded as a Missed Trip Not Transported (NM). This includes trips reassigned to an alternate Contractor due to poor performance by the assigned Contractor.

The Contractor shall provide sufficient, adequately trained personnel who are capable of schedule optimization and dispatching during hours of operation described and at all times service is on the street. Scheduling/routing optimization includes using system scheduling and routing features including batching to reduce deadhead, dwell time, slack time, and all processes for fine tuning runs to maximize on-time performance and productivity and minimize travel time. The Contractor shall have sufficient staff on site and physically present in dispatch to adequately carry out these duties during both standard operating circumstances and in case of emergencies.

2. Dispatching: The County Contractor shall be responsible for the communication of trip information to designated transportation vehicles and monitoring for proper service delivery. This also includes eligible rider assistance with trip status, modifications or cancellations. Eligible rider assistance with trip status, modification or cancellations shall be assumed by the RMMCC (see **Section A, Item 6. Trip Status** of this section).
3. Window Dispatching: The Contractor shall direct the movement of vehicles through a dispatch center where in-service vehicles are based, and pull-outs and pull-ins can be monitored in person. On-the-road vehicles are to be directed from the dispatch center where real-time adjustments to vehicle assignment and runs can be made on-the-fly in response to weather conditions, vehicle breakdowns, traffic conditions, or any other circumstances that might impact schedule performance.

The Contractor shall assign drivers their runs, vehicles, keys and all other tools and documents required to perform their duties. Drivers shall be checked for Pace in-service status, valid driver's license, proper DOT identification, uniform and that their appearance meets Pace dress standards before being given their keys.

4. Dispatch Monitoring Subscription Trips: The Contractor shall monitor Subscription Trips and report patterns of no shows or cancel at the door to the RMMCC and Pace staff. A pattern is defined as five consecutive pick-up attempts for which a rider is no showed or cancels at the door. Dispatch shall document the no shows or cancel at the door using the Trapeze tracker note feature.
5. Deviation from Scheduled Pick-Up Time: The dispatcher may **not** notify the rider of a delay in service. The dispatcher may request the RMMCC to contact the rider of the delay in service and the estimated time of arrival. If the rider requests a new pick-up time, the RMMCC is to code the original request as a Missed Trip Not Transported (NM) and book a new trip with the new scheduled pick-up time (unless otherwise advised by Pace staff). The RMMCC shall document the time of the call and identify the RMMCC staff that contacted the rider. Scheduled rider pick-up times are never to be changed. The original trip information shall be maintained in the system. Tracker notes are required to document all pertinent information.

### C. Relationship of Contractor to RMMCC

The functions listed herein describe the relationship between the Contractor and the RMMCC.

1. Overview of Call Center/Mobility Management Functions: Reservations and other Mobility Management functions will be provided by the RMMCC. The RMMCC shall be responsible for reservations, scheduling and the comprehensive facilitation and management of rider trips. Facilitation includes dispatching, monitoring, and oversight for compliance with Pace guidelines, coordinating transfers for seamless service when transfers are part of the rider itinerary, and assisting riders to accomplish eligible travel plans as requested.

The Contractor shall communicate and cooperate with the RMMCC to achieve efficient service delivery to Pace eligible riders. If there is a failure of the scheduling and dispatch system, the Contractor shall schedule and dispatch using manual processes. In case of a failure of the scheduling and dispatch system, the Contractor and the RMMCC shall communicate via phone, two-way radio or by other means.

2. Reservations and Scheduling: The RMMCC shall be responsible for reservations and scheduling defined in *Section V, Item A Reservations and Scheduling Requirements*. The RMMCC shall inform the eligible rider of the approximate pick-up time.

The RMMCC will be responsible for scheduling trip requests for all of the specific services provided under the Components of this Contract according to guidelines established for each service and Pace guidelines. The Pace provided scheduling and dispatching software shall be used as the tool for scheduling trip requests. Trips are scheduled and confirmed with the rider at the time of the reservation request by the RMMCC. It shall be the RMMCC's responsibility to ensure appropriate scheduling is

achieved, taking into account travel time, geographic area, traffic patterns, appointment times, requested pick-up times, requested travel plan and other factors that may affect the timely delivery of service.

The RMMCC shall work with each service provider to optimize a master schedule of runs (sometimes called a run schedule or run structure) for each day of the week. The run schedules shall specify the start and end times of each dedicated vehicle run for each contracted service provider, along with the capacity and characteristics of the vehicle. As non-dedicated vehicles (NDVs) are added to the service mix, NDV runs may also be established. The run schedules shall be developed in consultation with Pace and the service provider with final approval by Pace. The run schedules shall be based on the actual mix of vehicles operated by each service provider and shall observe any parameters established in the contracts between Pace and service providers, such as any service area limitations, vehicle revenue hour ranges for specific service providers, limitations to specific trip types (e.g., subscription trips), etc. It will be the responsibility of the service providers to hire and schedule drivers to operate service.

Within these limitations, the RMMCC shall, in coordination with the service providers, establish run schedules that permit the most productive possible scheduling of trips while maintaining service quality standards taking into account typical demand patterns and productivity at each time of day. As NDVs are added to the service mix, the run schedules shall take advantage of the availability of NDVs.

The run schedule for each service provider should include some contingency runs that can be opened as needed to serve unusually heavy demand. Run schedules shall be reviewed and revised at least twice a year or as directed by Pace.

The RMMCC shall be responsible for monitoring the automated batching job, when applicable and the final daily trip distribution. for the City of Chicago services. All trips are to be assigned to all service providers no later than 20:00 daily. This schedule is subject to change as needed to achieve efficient scheduling of services. The Contractor shall provide Pace with revenue hours, trips and productivity pre- and post-service daily.

The RMMCC may review and assist the Contractor to optimize schedules for the next service day using the tools available in Trapeze. The Contractor shall also make adjustments to the run schedule for the next service day, including modification of start and end times or deletion of unneeded runs.

The Contractor is responsible for scheduling/routing and providing all trips assigned daily as part of the final trip distribution process. An assigned trip not provided by the Contractor may be coded as a Missed Trip Not Transported (NM). This includes trips reassigned to an alternate Contractor due to poor performance by the assigned Contractor.



The RMMCC shall communicate with the Contractor to coordinate service between connecting service providers to accomplish transfers in an efficient and safe manner.

The Contractor is responsible for optimizing their run structure post scheduling, as defined in *Section V, Item B. Scheduling/Routing, Dispatching and Window Dispatching Requirements*. This includes using the tools in the routing and scheduling software to identify slack time and or gaps in service and adjust runs accordingly.

The Contractor shall **not** change the eligible rider's scheduled pick-up time without notifying the RMMCC. Notification of the amended pick-up time shall be documented recording the time of the call and identifying the Contractor's staff that contacted the RMMCC. The RMMCC shall receive permission from the eligible rider to change the scheduled pick up time for trips in advance of the day of service. The original trip booked shall be cancelled by the RMMCC and a new trip booked with the amended negotiated pick up time. Detailed tracker notes are required for amended bookings.

3. Trip Denials: The RMMCC is responsible for recording trip denials in accordance with Pace policies and procedures. All trip denials shall be recorded by the RMMCC according to Pace guidelines in effect and submitted to Pace on a form supplied by Pace. A separate "Trip Denial" list shall be maintained for each service component. The information required shall include, but not be limited to, trip request date, time request call was received, rider's name, requested trip date, trip origin, trip destination, requested pick-up time, requested return pick-up time, alternate times offered to the rider by the RMMCC, reason for the trip denial, and other information relevant to the trip request.
4. Deviation from Scheduled Pick-Up Time: On the day of service, the Contractor may contact the RMMCC if a deviation of more than fifteen (15) minutes from the scheduled pick-up time will occur. The Contractor shall notify the RMMCC of the delay and the estimated pick-up time. The RMMCC shall document that the call was made recording the time of the call and identifying the RMMCC's staff that contacted the eligible rider. The dispatcher may not notify the rider of a delay in service. The dispatcher may request the RMMCC to contact the rider of the delay in service and the estimated time of arrival. If the rider requests a new pick-up time, the RMMCC is to code the original request as a Missed Trip Not Transported (NM) and book a new trip with the new scheduled pick-up time (unless otherwise advised by Pace staff). The RMMCC shall document the time of the call and identify the RMMCC staff that contacted the rider. Scheduled rider pick-up times are never to be changed. The original trip information shall be maintained in the system. Tracker notes are required to document all pertinent information.
5. No-Shows/Cancel at the Door: The Contractor shall document the attempt to contact the eligible rider. The driver must request an authorization from Contractor's dispatch for a no show or cancel at the door. The dispatcher shall enter the appropriate code for a No Show (NS) or Cancel at the Door (CD). The Contractor shall record the time of the call, the customer phone number called and who was contacted to confirm the

- eligible rider was canceling, and that the vehicle was at the correct location. The location shall be confirmed via Automatic Vehicle Location (AVL) The Contractor shall document all information regarding the No Show/Cancel at the Door in the Trapeze Tracker feature. The Contractor shall contact the RMMCC to authorize the no show or cancel at the door. The RMMCC is responsible for confirming the proper cancellation code was used and the No Show/Cancel at the door procedure was followed.
6. Cancellations: The RMMCC is responsible for recording all advance, same-day and late rider cancellations.
  7. Same-Day Requests: A same-day request or a requested change of an existing reservation is not always possible and will only be allowed if the Contractor's schedule can accommodate the request. In addition, the RMMCC is responsible for same-day requests or reservation changes in accordance with Pace policies and procedures. Reservation changes by the RMMCC must be approved by the eligible rider. Changes that are not confirmed by the eligible rider are not considered eligible trip changes.
  8. Service Capacity: The Contractor shall be responsible for maintaining the capacity that is necessary to meet the daily service demand. The Contractor shall provide guaranteed services for trips submitted by the RMMCC.
  9. Dispatching: The Contractor is responsible for dispatching and managing the service on the street in real time as described in *Section V, Item B Scheduling/Routing, Dispatching and Window Dispatching Requirements*.
  10. Service Performance: The Contractor is responsible for monitoring their service performance. This includes evaluating their performance measures (e.g., productivity, dwell time, on board time and on time performance) perpetually during the day of service. In addition, the Contractor is responsible for evaluating potential outcomes prior to the day of service and reviewing final outcomes of performance measures post day of service. The Contractor is responsible for adjusting the runs or addressing operating issues as they occur to achieve the performance measure goals and adhere to the Pace Contract requirements. **The Contractor shall provide detailed procedures as required in *Exhibit B*.**
  11. Data Reconciliation: The Contractor shall reconcile trip information in the Pace provided scheduling and dispatching software for each run provided, on a daily basis, as described in *Exhibit I. Section VII. Standards/Requirements, Item H. Trip Data Reconciliation*.

**VI. TRIP DELIVERY PROCEDURE****A. Pick-Ups**

When the vehicle arrives at a pick-up location, the driver shall sound the horn to inform the rider of the vehicle's arrival and record the vehicle's arrival time. The pick-up window is zero (0) to twenty (20) minutes after the scheduled pick-up time. The driver is required to wait five (5) minutes past the scheduled pick-up time or five (5) minutes past the vehicle time of arrival, whichever is later, for the rider to board the vehicle. When the rider boards, the driver shall communicate with the dispatcher, indicating that the pick-up has been made. The driver shall then record the items listed below:

1. Actual arrival and departure time
2. Actual fare or fare media collected from the rider
3. Whether a transfer was issued
4. Other information as may be required by Pace

**B. No Shows/Cancel at the Door**

If the rider does not appear at the arrival of the vehicle, the driver shall request instructions from the dispatcher. Dispatchers shall make every attempt to contact the rider to notify the passenger that the vehicle has arrived for the scheduled pick-up. The Contractor shall document the attempt to contact the eligible rider. The dispatcher shall enter the appropriate code for a No Show (NS) or Cancel at the Door (CD). The Contractor shall record the time of the call, the customer phone number called and who was contacted to confirm the eligible rider was canceling trip, the RMMCC facilitator authorizing the no show/cancel at the door, and that the vehicle was at the correct location. The location is may be identified shall be confirmed via Automatic Vehicle Location (AVL). The Contractor shall document all information regarding the No Show/Cancel at the Door in the Trapeze Tracker feature. The Contractor shall contact the RMMCC to authorize the no show or cancel at the door. The dispatcher may direct the driver to continue to the next scheduled pick-up, providing all the conditions listed below are met:

1. Every possible attempt has been made to notify the rider that the vehicle is waiting.
2. The vehicle has waited no less than five (5) minutes after the scheduled pick-up time or arrival time of the vehicle, whichever is later.
3. The schedule does not permit additional waiting time for the vehicle.
4. The dispatcher shall document the attempt to contact the rider and document who they made contact with, the time of the call, and the dispatchers name. If the Contractor is not successful in making contact, they shall record other details such as answering machine messages heard to verify the attempt.

**C. Recording No Shows**

For the purposes of this Contract a no-show will be recorded, when all of the following conditions occur:

1. The rider has a scheduled paratransit trip.
2. The driver arrives at the scheduled pick-up point no later than twenty (20) minutes after the scheduled pick-up time.
3. The driver waits at least five (5) full minutes beyond the scheduled pick-up time or five (5) full minutes beyond the time the vehicle arrives, whichever is later, and the rider fails to approach the vehicle. When scheduling a trip, visually impaired riders can request to be notified when the vehicle approaches.

**D. Recording Missed Trips Not Transported**

For the purposes of this Contract a missed trip not transported will be recorded, when all of the following conditions occur:

1. The rider has a scheduled paratransit trip.
2. The driver arrives at the scheduled pick-up point more than thirty-five (35) minutes after the scheduled pick-up time.
3. The driver waits at least five (5) full minutes beyond the time the vehicle arrives, and the rider fails to approach the vehicle. When scheduling a trip, visually impaired riders can request to be notified when the vehicle approaches.
4. Record the trip as a “Missed Trip Not Transported” in the system.

**E. Drop-offs**

Upon arrival at the destination, the driver shall communicate with the dispatcher that the drop-off has been made. The driver shall then record the following:

1. Actual drop-off time.
2. Other information as required by Pace.

**F. Cancellations**

Any scheduled ride canceled by the rider at least two (2) hours prior to the scheduled pick-up time. Rides that are canceled by the Contractor for any reason, shall be recorded. For the purposes of this Contract cancellations shall be classified as follows:

1. Cancel at Door: Any scheduled ride that is canceled at the pickup location by the rider or guardian of the rider, after the vehicle arrives on location.
2. Site Closure Cancel: Any scheduled ride that was canceled due to emergency circumstances or closure at the pickup location.

**G. Trip Changes Through Dispatch Center**

Destination changes are not permitted while on board the vehicle or at the time of pick-up unless authorized by the dispatcher. When warranted by the dispatcher a destination change to a scheduled trip may be accommodated in accordance with Pace policy and procedures.

Original booked trip is to be canceled with the appropriate cancellation code and a new trip is to be booked with the new trip request. Drivers are not permitted to make any unscheduled changes to a trip.

Riders requesting to exit a vehicle at a safe location prior to reaching their destination may be allowed to exit before completing their trip if the requested stop does not require any deviation from the scheduled route and the driver receives approval from dispatch. Vehicles may not deviate their routing to accommodate requests to alight prior to the scheduled destination.

**VII. STANDARDS/REQUIREMENTS****A. Rider Travel Time**

While the dispatcher shall attempt to schedule a series of pick-ups so as to load the vehicle to the highest capacity and operate at the highest possible productivity, the dispatcher shall also attempt to minimize a rider's ride time to ensure that it is not excessive.

**Standard:** Rider travel time shall be comparable to or less than the travel time for the same trip on fixed-route buses, including walk time and all bus transfers associated with the trip. The Contractor shall use the *RTA Trip Planner* at [www.rtachicago.org](http://www.rtachicago.org) to determine if their travel times are equal to or less than the fixed-route travel time. This standard shall not apply when verifiable circumstances exist beyond the Contractor's control, such as inclement weather, unusually heavy traffic, etc.

**Requirement:** Contractor shall comply with FTA requirements regarding rider travel time. For trips provided where the rider travel time exceeds comparable travel time for fixed-route service, the Contractor shall provide a written explanation for the additional travel time, upon Pace request.

**B. On-Time Performance for Pick-up Time**

**Definition:** Picking up a rider on-time shall be defined as making the pick-up within twenty (20) minutes after the scheduled time.

**Requirement:** The Contractor shall be expected to achieve on-time performance equaling or exceeding 95% of the pick-ups within twenty (20) minutes of the scheduled pick-up time. On-time performance shall be calculated using data collected through Pace-supplied scheduling software and submitted by the Contractor. **On-time performance is calculated by dividing the number of on-time trips for eligible riders by the total number of trips provided. Personal Care Attendants and Companions are not included in on-time performance calculations.**

**C. On-Time Performance for Appointment Time**

**Definition:** Dropping off a rider on-time for their appointment shall be defined as dropping the rider off at their destination within zero (0) to thirty (30) minutes before the recorded appointment time.

**Requirement:** The Contractor shall be expected to achieve on-time performance equaling or exceeding 90% of the drop-off appointment times. On-

time performance shall be determined based on data submitted through Pace owned software described in *Section VII. Standards/Requirements, Item K Computerized Scheduling and Dispatch System.*

#### D. Trip

**Definition:** A trip shall be defined as transporting an eligible rider from the scheduled origin to destination. Travel from an origin to a destination is one trip.

**Requirement:** A trip occurs when the Contractor picks up and drops off an eligible rider at their scheduled origin and destination. A non-eligible rider transported with other eligible riders such as PCAs and companions do not count towards performed trips. For example, when a Pace eligible rider is transported from origin to destination with a companion this will be counted as a single trip.

#### E. Missed Trip

**Definition:** A missed trip shall be defined as follows:

1. A scheduled trip for which the Contractor does not make the pick-up for any reason other than rider cancellation or rider no-show. Unless a cancellation is first requested by the rider, rides cancelled by the Contractor shall be considered a missed trip.

OR

2. A scheduled trip for which the pick-up is made more than sixty (60) minutes late from the scheduled pick up time.

OR

3. A scheduled trip for which the Contractor arrives at the pick-up location more than (15) minutes past the twenty (20) minute window (i.e., thirty-five (35) minutes after the scheduled pick-up time) and does not transport the rider. This situation would be a “missed trip not transported.”

**Requirement:** The Contractor shall report to Pace each missed trip by submitting a *Provider Missed Trip Report* generated through the Pace-provided scheduling and dispatching describing all details of the missed trip, including an explanation for the missed trip, the date and time of the missed trip, the rider whose pick-up was missed, the origin and destination of the missed trip, and the communication with the rider,

shall be recorded in the Pace provided scheduling software. The Contractor shall submit such report via email as soon as possible, but no later than twenty-four (24) hours after each occurrence. (See *Attachment 9* for a copy of a *Sample Missed Trip Report* to be submitted by the Contractor.)

#### F. Unauthorized Service

**Definition:** Unauthorized Service to Ineligible Riders - Service provided to an ineligible rider is defined as a trip provided to a rider who is not eligible for the component of service under which his or her ride is provided.

Unauthorized Service to Ineligible Location - An unauthorized location is defined as a location outside of the service boundaries that are in effect at the time of the trip.

**Standard:** The Contractor shall not provide unauthorized service. The Contractor shall not be reimbursed for service provided to unauthorized riders, or to unauthorized locations.

Prior Pace Authorization - Periodically during the term of the Contract Pace may require the Contractor to provide service to riders who are not considered eligible under the components of this Contract. The Contractor shall not provide service to such persons without prior approval from Pace.

#### G. Vehicle Maintenance

**Standard:** The Contractor shall provide their own maintenance facility and maintenance staff. The Contractor shall perform preventive maintenance inspections and general routine repairs in-house. Pace recognizes that it may be necessary for the Contractor to use outside vendors to perform some maintenance functions such as engine, transmission, or differential replacements.

**Requirement:** The Contractor shall follow Pace guidelines and schedules for all vehicle maintenance as outlined in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*. The Contractor shall ensure that all vehicles providing services under this Contract meet or exceed the Federal Motor Vehicle Safety Standards, are equipped with properly functioning seat belts available for all riders transported, have working heating and air conditioning, are clean, and are safe and in proper operating condition.



Pace reserves the right to remove any vehicle from Pace service at any time.

#### **H. Trip Data Reconciliation**

***Standard:***

The Contractor shall reconcile trip information in the Pace provided scheduling and dispatching software for each run provided, on a daily basis. The Contractor is responsible for capturing all data required by Pace. When data cannot be entered in real-time through the MDTs/Tablets or the Pace provided scheduling and dispatch software due to equipment or other failure, the Contractor shall have processes to manually record all data. The Contractor shall enter data required into the scheduling and dispatch software. The Contractor's monthly reimbursement may be withheld until such time as information on incomplete logs is resolved to Pace's satisfaction. Reconciliation shall include:

1. Driver's name
2. Date
3. Vehicle number
4. Time the driver leaves the terminal
5. Time of arrival at all pick-up locations
6. Time of each departure from all pick-up locations
7. Time of arrival for all drop-offs
8. Time of departure after all drop-offs
9. Time of arrival back at the terminal
10. Odometer reading leaving the terminal
11. Odometer reading at first pick-up
12. Odometer reading at the driver's last drop-off
13. Odometer reading on arrival at the terminal
14. Other information as required by Pace

***Requirement:***

Trip data reconciliation shall be complete and accurate and submitted on-time daily.

Pace will assist the Contractor in developing procedures and forms or, if the Contractor already has procedures and forms in place that will provide the desired information, Pace may accept those procedures and forms. This information may be produced using Pace's scheduling and dispatch computerized system, however the Contractor is responsible for providing this information. Manual procedures are required to maintain information and services as a failsafe in the event the operation of the computerized system is interrupted.

**I. Personnel*****Standard:***

The Contractor shall, at a minimum, employ sufficient, trained personnel to meet the terms and guidelines of this Contract. Prior to the effective date of the Contract, the Contractor shall submit to Pace in writing, the names of the individuals who will have management, supervision, safety, and training responsibilities. The key management, administrative and operating personnel proposed for this service shall be the people who will actually perform the duties associated with their respective positions. No substitution of key personnel shall be allowed without prior written approval from Pace. Resumes shall be submitted for the people proposed, and Pace may require interviews of the candidates.

The Contractor may choose to subcontract the provision of some portion of service delivery to a subcontractor. If so, the Contractor shall comply with all provisions of ***Section X. Provisions for Subcontracting***. In addition, the Contractor shall submit to Pace in writing, the names of the individuals employed by all subcontractors who will have management, supervision, safety, and training responsibilities. The key subcontractor administrative and/or operating personnel proposed for this service must be the people who will actually perform the duties associated with their respective positions. No substitution of personnel shall be allowed without prior written approval from Pace. Resumes shall be submitted for the people proposed, and Pace may require interviews of the subcontractors' and/or their key employees. ***Please see Attachment 10 of this Exhibit I for additional requirements regarding Key Minimum Staff Qualifications.***

Pace shall deduct cost of staff positions accordingly for management and maintenance staff positions proposed that are vacant for more than 60 days and for the General Manager/Project Manager position vacant for more than 90 days.

***Requirement:***

Provide sufficient staff to meet Contract requirements and ensure that they are sufficiently trained to perform their duties. In addition, The Contractor shall:

1. Submit documentation of the ongoing training provided for Contractor and or subcontractor employees during the previous month with each monthly billing for service.
2. Receive approval for all key Contractor and or subcontractor personnel before they are put in Pace service.
3. Submit a staffing plan monthly to show how each required position is being filled.

4. Shall comply with all requirements as described in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*.

## **J. Telephone Systems and Peripheral Equipment and Services**

### Telephones – .

The Contractor shall maintain adequate phone equipment capacity and staffing to insure an efficient and expedient response time to the RMMCC and for outgoing calls to passengers when required.

The phone system shall accommodate a specified line to expedite access for the purpose of communicating with the RMMCC for canceling trips, obtaining estimated time of arrival (ETA) calls or other coordination functions via a single phone system. The phone system shall have the capabilities to expand as service demand dictates and as Pace requires for service design.

In addition, the Contractor must maintain two-way voice communication via a compatible direct connect services with the RMMCC. Direct connect communication must be adequate to meet the service demand.

The Contractor shall also maintain separate administrative phone lines for conducting business calls and other calls not related to passenger services. This number(s) need not be toll free.

The Contractor may be required to assign phone numbers to Pace or its Agent.

Hearing and Speech Impaired Callers – The Contractor shall ensure that the communication and language needs of all callers are addressed. This applies to people who have vision impairments, hard of hearing or deaf individuals. **Contractors are not required to provide a TTY line for deaf or hard of hearing individuals; communication will be made through the free 711 State Relay System.**

1. Limited English Proficiency –The Contractor shall provide its plans for meeting the needs of non-English speaking riders, including maintaining compliance with Federal guidelines for responsibilities to assist persons with Limited English Proficiency (LEP). The recipient cannot be charged for translator or interpreter services. The recipient (rider) cannot be charged for a translator or interpreter services.
2. Voice Logging/Call Recording System – The Contractor shall be responsible for the purchase, installation, connection and maintenance of a voice logging telephone conversation recording device to the Contractor's telephone system. The system shall record telephone conversations for both dispatchers and call takers in compliance with the appropriate laws governing this activity which may include caller notification and audible tones during the call. The Contractor must regularly review laws and process

to ensure continuous compliance. It is not Pace's intent to monitor or record Contractor administrative telephone lines or conversations. To avoid recording calls related to conducting company business, the Contractor must separate the handling of administrative and eligible rider calls by installing a separate phone system or structuring the installed phone system to separate these calls. If the Contractor installs any phone equipment which is intended to handle both eligible rider calls via the toll-free number and company business calls, Pace shall require the Contractor to permit recording of calls handled by this equipment regardless of call purpose.

The purpose of the system is to provide a tool by which Pace and the Contractor shall monitor the quality of service provided by reservation and dispatch staff, as well as to provide documentation for complaint and conflict resolution. The Contractor shall insure the recordings are secure, in compliance with HIPPA standards, with controlled electronic access through VPN or equivalent security levels and are digitally archived for a minimum of three (3) months. The Contractor shall maintain sufficient trained personnel to listen to and review calls as required by Pace. Pace shall be provided a secure electronic access to the stored files for access at any time. The access process, including logins, shall be consistent with Contractor voice recording systems at other locations under Pace contracts. Pace's remote access shall be accomplished securely over the internet and shall not require special software. The Contractor will train their personnel on the use of the system and shall provide Pace with similar training on access to necessary voice files. The Contractor shall monitor and maintain the system and report to Pace any problems that arise. The Contractor shall notify Pace to report any change to the Contractor's telephone system including relocation of phones.

#### **K. Computerized Scheduling and Dispatch System**

Pace services are networked through the region. Trapeze software is employed to manage transportation services. This includes the use of Trapeze compatible mobile data computers/terminals (MDC/MDT/Tablet).

1. Trapeze PASS Computerized Scheduling and Dispatch System – The Contractor should be aware that the Trapeze system should not be considered a replacement for Contractor's scheduler, or Contractor knowledge of the service guidelines, service areas, and riders. While Pace staff shall endeavor to create and maintain whatever features are necessary to operate the service, the Contractor will remain responsible for the day to day knowledge of the service area to assist riders whenever needed and/or whenever the automated system cannot supply the necessary information. All Contractor personnel whose responsibilities include the functions of scheduling and/or dispatching of service under this Contract, as well as the management of Contractor staff performing these functions, shall be required to have sufficient knowledge of service guidelines and Trapeze/MDT/Tablet software use to perform their assigned functions and schedule/dispatch trips in the absence of regular staff assigned to these duties.

The Contractor shall provide all training of the Contractor's personnel in the use of the system. The Contractor to maintain sufficient trained personnel to operate the system once installed. Additionally, the Contractor shall have at least one person on-site who will serve as the system supervisor, with the ability to train and support other Contractor personnel in the use of the system.

The hardware and software assigned to this project for the scheduling and dispatching of vehicles under this Contract is the property of Pace or Trapeze Software Group, Inc., who has granted the usage of this product through proper contractual arrangement. Contractor shall use this hardware and software only for the scheduling and dispatch of service under this Contract. All terms and conditions regarding the Contractor's responsibility for Pace-issued equipment as stated in *Exhibit J Equipment* shall apply to the equipment issued to the Contractor for the scheduling and dispatching system. Pace will pay for the maintenance and upkeep of the hardware and software.

The Contractor shall have the capability to manually schedule and dispatch trips, and collect service data, in the event of a failure of the Pace provided computer system. **The Contractor shall provide detailed procedures as required in *Exhibit B*.**

2. Mobile Communication Required for Service Implementation – The Contractor shall install, at the Contractor's expense, Trapeze Ranger 4.4 or later MDC hardware and software or Android Tablet hardware with Trapeze DriverMate software in Pace-owned vehicles assigned to the Contractor to provide service under this Contract. Contractor equipment must be compatible to communicate with and operate within the Pace Trapeze and MDC or Tablet networks in operation at the start of the Contract. The Contractor' equipment shall be, at minimum, 4G cellular and IPv6 compatible. In order to ensure compatibility with Pace's Private Network IP environment, the contractor shall contact Pace Operations Support to confirm the Destination Address which is internally programmed in MDCs before purchase or configured in the DriverMate software for Tablet hardware. The software, hardware, and Verizon data communication shall successfully interface with the current version of Pace's Trapeze software.

Verizon is the current Pace wireless communication provider. The wireless communication provider may change during the life to this contract at Pace's discretion. The Contractor shall adhere to the transition plan and timeline to be implemented by Pace if migrating from Verizon to a new wireless communication provider.

**Specifically, the MDC equipment supplied by the Contractor shall be:**

The Trapeze Ranger 4.4 or later All-In-One unit or the newest version of the Trapeze Ranger which is compatible with existing Pace system hardware and software. Each Ranger 4.4 or later version MDC shall include the following:

1. The Ranger Mobility software license and the most recent version of the Ranger Mobility software application required to operate the Ranger4 that will run in the Pace environment;
2. Navigation software which permits drivers to utilize Trapeze geocoded addresses for on the road navigation assistance;
3. GPS Odometer option or other odometer connection to the vehicle which provides accurate calculation of miles traveled by the vehicle in which the Ranger is installed;
4. XGate software license and the required XGate software installed;
5. XMM software license and the most recent version of any XMM software required installed on the Ranger;
6. Wireless modem which communicates with the Verizon Wireless network.

Note: Pace uses Verizon Wireless for communication between the Ranger and the Trapeze System. Ranger communication via Verizon Wireless service is a requirement for this Contract. The wireless communication provider may change during the life to this contract at Pace's discretion. The Contractor shall adhere to the transition plan and timeline to be implemented by Pace if migrating from Verizon to a new wireless communication provider.

The Contractor shall have an arrangement with Trapeze or a third party for ongoing service of the Ranger hardware after the Trapeze supplied new unit warranty period expires. This service arrangement shall provide reasonable turnaround on units submitted for repair by the Contractor. The Contractor is responsible for maintaining a sufficient number of Ranger 4.4 or later units to permit continuous MDC service in all vehicles on the street, regardless of the number of units that are off-site for repair. This includes spare requirements for fleet expansion. Accurate quantification of MDC installed will be required of the Contractor and provided to Pace.

**Specifically, the Tablet hardware for mobile communication supplied by the Contractor, at a minimum, shall have:**

1. Processor type must be ARM
2. Minimum API / OS of 4.4.2
3. Large clear screen (7 inches or greater)
4. Verizon cellular modem
5. Integrated speakers and microphone
6. GPS with at minimum updates every two (2) years
7. WiFi
8. Bluetooth
9. Camera (Front, Rear or Both) is optional

The Tablet hardware equipment supplied by the Contractor shall be compatible with the Trapeze hardware recommendations above.

If utilizing tablets, cellular communication costs will be the responsibility of the Contractor either directly or indirectly through cost allocation from Pace. Accurate quantification of tablets installed will be required of the Contractor and provided to Pace.

Tablet internet access is provided through Pace's Private Network IP environment. Contractor tablets shall be used for Pace's scheduling activity only. Pace reserved the right to dictate usage and site access and Pace requires EndPoint-type security to be installed on individual tablets at the carrier's expense. Pace reserves the right to revoke tablet use upon violation of these parameters including fines for costs associated with unauthorized internet use.

The Contractor's MDT/Tablet install and start-up plans, including timelines, shall be approved by Pace and subject to Pace's cellular communications and system preparation and configuration plans.

**The Contractor shall be responsible for the following:**

1. Installation of the required wiring, cabling and optional antenna (if not installed by Pace) to operate the Ranger in Pace-owned vehicles.
2. Maintenance of the vehicle wiring, cabling, and optional antenna, if failure of the wiring, cabling, or antenna occurs. The Contractor shall be responsible for payment for the repair of damage to any wiring, cabling, or optional antenna caused by Contractor personnel. Pace shall determine whether the required repairs are due to failure of the installation or damage by Contractor personnel.
3. The Contractor shall maintain a paid annual software maintenance contract with Trapeze which provides ongoing software support for all Ranger MDCs or DriveMate Tablet licenses and software under this Contract.
4. Contractor shall notify Pace of any in-bus hardware or SIM changes/relocations by emailing at [ParaOpsSupport@pacebus.com](mailto:ParaOpsSupport@pacebus.com). Pace system reconfigurations may be necessary.
5. The Contractor shall implement a current mapping system at the start of the contract. The Contractor shall maintain an updated mapping system for mobile data computers or tablets to provide accurate GPS information to drivers. This includes updating system maps at minimum every two (2) years.

**Pace shall be responsible for the following:**

1. Pace shall be responsible for providing Verizon static IP addresses to cover all Rangers or Tablet hardware which will be operating in daily service and all spare vehicles assigned to the Contractor. IP addresses required for future expansion of the fleet size over the term of the Contract will be provided by Pace when additional MDCs/Tablets are placed in service.
2. Pace's responsibility extends to initial setup and configuration of the block of Verizon IP addresses assigned to the Contractor by Verizon. Pace will accomplish the initial setup and configuration of the Rangers or Tablets with Verizon and in

- the Pace system, and will ensure that sufficient, configured IP's are available prior to the start and throughout the term of the Contract.
3. Transition to tablet technology, if approved by Pace, may require review and changes to IP ownership as stated in this section.
  4. Pace is responsible for maintenance of a central server system that interfaces with the Trapeze Ranger equipment.
  5. Pace is responsible for the Trapeze PASS MON licenses sufficient to cover the number of Ranger 4 MDCs or Tablets required to operate service under the Contract.
  6. Pace is responsible for the communication between the Pace servers and the Verizon Wireless system.
  7. Pace is responsible for all central system Trapeze components not specifically covered under this Contract.
  8. Verizon is the current Pace wireless communication provider. The wireless communication provider may change during the life to this contract at Pace's discretion. The Contractor shall adhere to the transition plan and timeline to be implemented by Pace if migrating from Verizon to a new wireless communication provider.

All Contractor personnel whose responsibilities include the functions of scheduling and/or dispatching of service under this Contract, as well as the management of Contractor staff performing these functions, shall be required to have sufficient knowledge of service guidelines and Trapeze/MDC or Tablet software use to perform their assigned functions and schedule/dispatch trips in the absence of regular staff assigned to these duties.

#### **L. Video Surveillance System**

Pace will require the Contractor to purchase and install surveillance cameras, computer equipment, and software in vehicles used in Pace service. A comprehensive on-board surveillance system is required with off-board data collection and maintenance for managing incidents and operations. The system shall include, but not be limited to, the following features:

1. Cameras with video resolution of at minimum 1920x1080 is required for event investigation
2. Continuous recording, inconspicuous manual activation, and event-based camera activation including the ability to retain continuous recording access for a period of no less than thirty (30) days up to sixty (60) days
3. Camera system data, including date/time, location, speed, door status, alarm sensor, event sensor information, etc.
4. Off-board data management
5. Industry standard encryption for evidence audit and anti-tamper protection
6. Maintenance and status reporting of the system and cameras



The Contractor shall provide Pace a copy of its policies and procedures for using video surveillance data to address safety issues identified, including driver training and retraining.

**M. Minimum Driver/Operator Standards**

Driver/Operators shall have a valid Commercial Driver License (CDL), in order to operate a vehicle requiring a CDL. The CDL shall be a minimum class "C" license with a passenger (P) endorsement. It is the Contractor's responsibility to determine that the operator's license is valid, and of the correct classification. It is the Contractor's responsibility to assure that a vehicle requiring a CDL is assigned to an Operator with the proper CDL license and endorsements. The Contractor shall follow all driver/operator standards outlined in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*.

**N. Driver Training**

The Contractor shall provide Pace with evidence that all drivers have completed the training program offered by the Contractor as proposed in the Contractor's Proposal. Prior to being placed on the road for service under this Contract, all drivers shall demonstrate sufficient knowledge of the area in which they will drive to prevent service delays due to getting lost. This training should be documented on the Driver Training Checklist found in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*. The Contractor will receive information regarding the Pace program.

Prior to being placed on the road for service under this Contract, all drivers shall demonstrate sufficient knowledge of the area in which they will drive to prevent service delays due to getting lost. Drivers shall also be trained in the use of MDTs/Tablet and demonstrate the ability to use them before being put into service by the Contractor. For each driver regularly assigned to any component of service, the Contractor shall be able to document to Pace, upon request, that the driver possesses sufficient geographical knowledge of the area, service guidelines, and the ability to use on-board MDTs/Tablet.

**O. Voice Communication**

The Contractor shall provide two-way voice communications between the dispatcher and driver that can be expected to ensure immediate and continual contact between the dispatcher and any vehicle in service. Voice communication is to be used only when mobile communication is not available or sufficient.

Two-way radio communication shall be on a dedicated channel. The Contractor shall implement procedures to minimize or eliminate the broadcasting of radio communication in the vehicle.

**P. Rider Complaints**

The Contractor shall respond to Pace on all complaints. A summary of the procedures for handling complaints follows:

1. Customers that wish to file a complaint shall be referred to Pace Customer Relations at (800) 606-1282, option #2.
2. The Contractor shall not respond to eligible rider service complaints. However, the Contractor shall address real-time service issues for eligible riders.
3. The Contractor shall provide a complaint response within three (3) business days after receiving a complaint from Pace. An extension beyond three (3) business days are at the discretion of Pace's Quality Assurance Manager.
4. Pace may require immediate responses for complaints that are serious in nature

**Q. Vehicle Dispatching**

It shall be the responsibility of the dispatcher to know the location of each vehicle in service at all times. The Contractor shall receive data reported by drivers via MDTs/Tablets. The Contractor is responsible for receiving and recording all data required in ***Section VII. Standards/Requirements, Item H. Trip Data Reconciliation***. Data shall be recorded by the Contractor in real-time as it is reported to dispatch from the drivers via MDTs/Tablets. In addition, the driver shall notify the dispatcher of any situation which will make him arrive at a pick-up or drop-off point after the scheduled time, breaks, lunches, break-downs, accidents or any situation out of the ordinary. If there is a failure in MDT/Tablet communication, the Contractor shall receive all required data from the drivers via two-way voice communication.

**R. On-the-Road Service Monitoring**

The Contractor shall perform random on the road monitoring of drivers. Observations of drivers shall include both on-board monitoring and physical observation, unknown to the driver. Observations are to determine compliance with Contract guidelines, proper procedures, and that safe driving principles are being followed. Observations shall include but not be limited to:

1. On-time performance for rider pick-ups and appointments as defined in this Contract.
2. Knowledge of the geographical area and street system. This includes the ability to minimize rider travel time by using the most direct route to the specified destination.
3. Rider assistance when appropriate.
4. Completeness and accuracy of required driver record keeping, including use of MDTs/Tablet if installed.
5. Personal appearance of the driver.
6. Appearance of the interior of the vehicle with respect to bus equipment maintenance and cleanliness.
7. Use of wheelchair securement devices and rider restraints.
8. Driver compliance with Pace procedures.

## 9. Following defensive and safe driving principles.

The Contractor shall provide road supervisors for special events and other meetings or hearings as required by Pace to ensure rider pick-ups and drop-offs are provided in a safe and efficient manner. Special events requiring Contractor supervisors and the number of supervisors required for events will be determined by Pace. Special event pick-up and drop-off locations shall be coordinated by Pace with other municipal authorities as required.

The Contractor shall submit a plan for on the road monitoring with the proposal for this Contract and be able to demonstrate the plan is being followed. If during the term of this Contract the plan is changed, a new plan shall be submitted to Pace for approval. Documentation of on-the-road service monitoring shall be submitted with the Contractors monthly billing to Pace.

**S. Emergency Procedures**

In addition to those outlined in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)* the Contractor shall provide Pace with a written outline of the company's emergency procedures prior to the start of the contract. Procedures provided to Pace by the Contractor shall include detailed processes for each action in case of natural disasters, strike, power failures or telephone failures, and other unanticipated disruptions of service that may be beyond the Contractors control. The Contractor is responsible for implementing and maintaining an alternate power source (e.g. generator) in the event of a power outage. The written Emergency Procedure shall name specific personnel responsible for emergency actions and for implementing these procedures during service operation. A copy of the emergency procedures shall be posted in the Contractor's dispatch and driver areas.

**T. Vehicle Storage and Maintenance Facility**

The Contractor shall provide Pace with a detailed plan for storage, maintenance, and window dispatching of vehicles. Any change to the storage, maintenance and window dispatching of vehicles shall be submitted to Pace for review and approval.

**U. Uniforms**

Drivers shall display a neat and clean appearance at all times and be attired in a *Pace-approved* uniform. Uniform colors and type shall be approved by Pace prior to use in Pace service. The Contractor shall provide drivers with an armband containing the company name and driver number. Pace will provide driver numbers. This armband shall be visible on drivers at all times. The armband is required on the exterior of any outer garment for easy identification at all times. No denim slacks, collarless shirt, gym shoes, sandals or toeless shoes are allowed at any time. Shirts shall be tucked in at all times except for maternity shirts and worn by pregnant drivers.

**V. Fuel Provision Policy (This entire section has changed)**

As part of this Contract, Pace will provide fuel to the Contractor for Pace services. The following provisions apply:

1. Pace agrees to supply the fuel for the Components listed in this *Exhibit I*. Fuel will be provided by fuel cards provided by Pace to be used at designated facilities in the region or by fueling on site at the Contractor facility. Fueling on site is preferred.
2. If using fuel cards, the Contractor shall be responsible for the security of fuel cards to avoid misuse and for the reconciliation of fuel purchased. The Contractor shall provide Pace detailed procedures for the security of fuel cards, the distribution and reconciliation of fuel used.
3. If the Contractor is fueling on site, they shall have a minimum two 2,500-gallon fuel tank at their facility. The tank shall meet requirements of the local municipal code. All fuel supplied by Pace will be delivered in loads of 5,000 gallons at no cost to the Contractor.
4. Contractor shall comply with all Federal, State, and local environmental laws, rules and regulations regarding the use, storage, and dispensing of diesel fuel. In the event of any kind of a leak or spill as a result of a defective fuel tank used for storing diesel fuel for this service, or as a result of any other action by the Contractor, the Contractor shall be responsible for the clean-up and removal of all contaminated soil in compliance with all applicable laws, rules and regulations.
5. Contractor agrees to follow Pace Fuel Delivery Acceptance procedures.
6. In accordance with this policy, Contractor shall supply miles per gallon data per vehicle on a monthly basis or as determined by Pace.
7. Contractor shall indemnify and hold Pace harmless for all actions, claims, or costs arising out of the use of the fuel by the Contractor or the violation by the Contractor of any applicable laws, rules or regulations.
8. Contractor understands that the fuel provided by Pace pursuant to this policy is exempt from the Illinois Motor Fuel Tax, so long as the fuel is used in public transportation service.

**VIII. LIQUIDATED DAMAGES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARDS**

Pace requires the Contractor to meet or exceed the Performance Standards specified in this Contract.

Pace may waive liquidated damages for Contractor failure to meet the contract service standards and requirements if Pace determines extenuating circumstances beyond the control of the Contractor exist and Pace determined the Contractor made a good faith effort to meet the contract service standards and requirements. Pace may consider waiving liquidated damages in full or in part for each required standard, for which a liquidated damage is assessed, on a case-by-case basis.

The following liquidated damages shall apply for non-compliance:

**A. Liquidated Damages for On-Time Performance**

**Late Pick-ups:** On a monthly basis, liquidated damages shall be assessed at 40% of the contractor hourly rate for the balance of trips below the On-Time Performance standard (see *VII. Standard/Requirements B. On Time Performance for Pick-up Time*).

For example: 100 trips are performed. According to the 95% Standard, 95 if the 100 trips are required to be on time. The monthly OTP was 90%, or 90 of the 100 trips were on time. Therefore, 5 trips failed to meet the 95% on-time standard and will be used to assess LDs. With an hourly rate is \$50.00, the LD would be \$100 (5 x \$50.00 x .40).

**B. Liquidated Damages for Missed Trips**

For each reported missed trip as defined in *Section VII. Standards/Requirements, Item E Missed Trips, Definition 1 and 2 (does not include Definition 3)* the value of two (2) times the Contractor's hourly rate or twice the trip rate shall be deducted from the Contractor's monthly reimbursement. For any missed trip **not** reported the value of four (4) times the Contractor's hourly rate or four (4) times the trip rate shall be deducted from the Contractor's monthly reimbursement.

**C. Liquidated Damages for Failure to Communicate Transfers**

For each instance where the Contractor fails to communicate with the connecting Contractor to accomplish a transfer as required in *Section III, Integration and Coordination of Service*, 100% of the value of one revenue hour will be deducted from the Contractor's monthly reimbursement.

**D. Liquidated Damages for Unauthorized Service**

The revenue hour(s) billed as a result of providing the trip will be deducted from the Contractor's reimbursement.

Or

If the specific hours required to provide the trip cannot be identified, liquidated damages of two-times (2X) the hourly rate will be assessed for each unauthorized trip performed.

**E. Liquidated Damages for Failure to Coordinate Dispatch Procedures**

For any monthly reporting period, failure to consistently adhere to dispatch procedures as listed in *Section V., Item B. Scheduling/Routing, Dispatching and Window Dispatching Requirements – Contractor* and *Item C. Relationship of Contractor to RMMCC*, and perform all required data entry accurately and completely as required by Pace may result in liquidated damages assessed in the amount of \$500.00 per month.

**F. Liquidated Damages for Vehicle Maintenance**

Pace may impose liquidated damages in the amount of \$150.00 per day, or \$0.33 per mile, whichever is greater, for each day or mile beyond the Pace-required preventive maintenance schedule the vehicle is in operation.

If Pace requires a vehicle to be repaired and the repair is not made as required by Pace according to the schedule, Pace may impose liquidated damages in the amount of \$1,000.00 monthly and/or \$100.00 per vehicle per day, for each day beyond the schedule or for which the required repair has not been performed. This liquidated damage may not be levied if, in the opinion of Pace, the Contractor is making a good faith effort to respond in a timely manner and/or there are extenuating circumstances.

For other maintenance not performed to the standards required in *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)*, Pace reserves the right to have the maintenance performed and charge the Contractor for all costs incurred. The Contractor shall receive seven (7) days written notice of Pace's intention to take such action.

**G. Liquidated Damages for Reporting Requirements**

The liquidated damages listed below may be imposed if the Contractor exhibits a pattern of neglect with regard to submittal of reports and information as required by this Contract. It is not the intent of Pace to levy these liquidated damages for minor oversights on the part of the Contractor or failure to meet Pace guidelines due to extenuating circumstances. The intent of these liquidated damages is to ensure that accurate and timely reporting occurs.

1. General Monthly Reporting – Pace may impose liquidated damages in the amount of \$500.00 per month if the Contractor exhibits a pattern of failure to comply with Pace’s reporting requirements by submitting inaccurate or incomplete reports.
2. Responses to Complaints – Pace may impose liquidated damages in the amount of \$500.00 and/or \$50.00 per complaint (to be determined by Pace staff) per month if the Contractor fails to comply with Pace’s guidelines concerning responses to complaints or by submitting inaccurate or incomplete reports. **Multiple liquidated damages may be assessed on a complaint until it comes into compliance with Pace requirements.** This liquidated damage may not be levied if, in the opinion of Pace, the Contractor is making a good faith effort to respond in a timely manner and/or there are extenuating circumstances.
3. Accident Reporting – Pace may impose liquidated damages in the amount of \$500.00 per incident if the Contractor exhibits a pattern of failure to comply with Pace guidelines on accident reporting and handling.
4. Denial Reporting – Pace may impose liquidated damages in the amount of \$500.00 per month if the Contractor exhibits a pattern of failure to record and report denials.

**H. Liquidated Damages for Failure to Comply with Pace Policy, Procedures, Standards/Requirements**

**Pace’s Policy and Procedure including Standard/Requirements as Described within Exhibit I Scope of Work** – Pace may impose liquidated damages in the amount of \$100.00 to \$500.00 per incident, dependent on the severity of the incident, if the Contractor exhibits a pattern of failure to comply with Pace policies and procedures described in this *Exhibit I*.

**Pace Policies and Procedures as Described within Exhibit G Pace’s Paratransit Manual for Private Providers Contracting Directly with Pace** – Pace may impose liquidated damages in the amount of \$100.00 to \$500.00 per incident, dependent on the severity of the incident, if the Contractor exhibits a pattern of failure to comply with Pace policies and procedures described in *Exhibit G*.

**IX. DATA AND REPORTING****A. General**

The Contractor shall provide reports as requested by Pace. Pace reserves the right to withhold payment to the Contractor subject to receipt of all required monthly reports, including responses to rider complaints. Reports the Contractor shall provide include, but not be limited to the following:

1. Daily
  - a. Accident/Incident Reports (see *Exhibit G*).
  - b. Telephone Report: Sequencer Reports are required as defined in *Section VII. Standards/Requirements, J. Telephone Systems and Peripheral Equipment and Services* under Electronic Answering Device. **This report is not required for Service Providers.**
  - c. Missed Trip Reports: Contractors shall submit Missed Trip Reports as defined in *Section VII. Standards/Requirements, E. Missed Trip*.
2. Weekly
  - a. Transfer Reports: Contractors shall report the transfer of vehicles that are Pace owned when they are returned by the Contractor to Pace or re-assigned from one Contractor to another.
  - b. Customer No Pay Reports: Contractors shall provide trip information for riders who over the course of a week did not pay the correct fare.
  - c. Contractor Staffing Schedules: Contractors shall provide Pace with a schedule of all management, supervisors, dispatchers and reservationists by Friday prior to the start of a new week.
  - d. Saturday and Sunday On-time Performance: Contractors shall report their On-time performance via email to Pace on weekends.
  - e. Productivity Report: Contractors shall submit their pre- and post-productivity weekly.
3. Monthly
  - a. Monthly Vehicle Reports (see *Exhibit G*).
  - b. Report of IDOT Inspection Change: Contractors shall report to Pace all IDOT inspections for vehicles in Pace service monthly.
  - c. Operating Data Sheet (see *Exhibit G*).
  - d. NTD R-20 Form Revenue Vehicle System Failure: Contractors shall report vehicle breakdowns per NTD requirements.
  - e. NTD R-30 Form Energy Consumption Summary: Contractors shall report vehicle fuel consumption per NTD requirements.
4. Quarterly

Quarterly Verification Reports: Contractors shall verify that Contractor employee information reported to Pace is current and that there are no employees working for the Contractor that have not been reported to Pace.



5. Annually

- a. Peak Fleet Vehicle Usage Survey: The Contractor shall report to Pace vehicles that were in service on the highest service day of the year.
- b. MIS Drug and Alcohol Report: The Contractor shall submit all DOT Drug and Alcohol tests and results for the calendar year.
- c. NTD Revenue Vehicle Inventory (see *Exhibit G*).

**B. Monthly Invoice and Service Report**

All monthly data shall be submitted by the Contractor with the monthly invoice. Data to be collected on a daily basis for the monthly Pace summary include, but are not limited to, the following. Pace may require the Contractor to collect and report some or all of the following data separately by component as required for reporting and billing purposes.

1. Number of one-way rider trips and attendants by weekday service and weekend service
2. Total weekday days of service
3. Total weekend days of service
4. Total weekday vehicle hours of service
5. Total weekend vehicle hours of service
6. Total cost to provide the service based on the contracted rates
7. Imputed and collected fares
8. Net cost to provide service (total cost less imputed fares)
9. Trip requests that are denied, by denial category
10. Documentation of the Contractor's on-the-road monitoring work during the month and a summary of the results of the on the road monitoring done
11. Summary of the Contractors on-the-road observations made for the month
12. Documentation providing the number of employees trained and retrained during the month
13. Agendas and rosters from each Safety and Training meeting
14. Monthly video surveillance system data and reports

The Contractor shall provide all required monthly data, along with a billing statement, which shall be delivered to Pace within five (5) days of the end of the month for which the billing is being submitted. Pace will work with the Contractor to develop a monthly summary report prior to the start of the Contract which includes the desired information and data. Data required in this report may change at any time during the Contract term at the discretion of Pace.

At Pace's request, the Contractor shall be prepared to provide Pace, each Tuesday, with service data by component for the previous week (Monday through Sunday). The information shall include, but not be limited to, the following:

1. Number of one-way rider trips
2. Total hours of vehicle service
3. Copies of the trip tickets and/or log sheets, whichever is applicable

### C. Vehicle Revenue Hours

Vehicle revenue hours as used in this Contract shall mean an hour that an individual vehicle is operated by the Contractor in connection with this Contract in the service of transporting riders, going to or coming from a rider delivery or pick-up, providing service as described in this Contract, or otherwise available for service as authorized by Pace, provided that any time taken for driver's breaks, lunches, other personal business or other "out of service" activities is excluded.

**No deadhead time shall be paid under this Contract. Hours incurred traveling to and from the terminal are not reimbursable,** except as authorized in the Component detailed description or as specified under *Section IX. Data and Reporting, D. Additional Payment for Non-Revenue Hours* below.

A vehicle shall **not** be considered in revenue service under this Contract until the first pick-up of the day is made or the vehicle is available for service to meet documented demand. Also, once a vehicle has made the last scheduled drop-off on its scheduled shift of service, and the Contractor does not plan to keep the vehicle available for service to meet a documented demand, the vehicle shall be considered out of service under this Contract. Documented demand for this Contract shall mean a scheduled ride that is picked-up or a no-show or late cancellation.

Vehicle revenue hours shall not include time taken or assessed for lunch, which shall be calculated by deducting the time taken between the last drop-off before lunch and the first pick-up after lunch. This time shall be clearly identified on the driver log sheets. If there is no deduction for meals on a route of 7.5 hours or more, and there is not a deduction for time during which a meal may have been taken, Pace may designate free time in the route as meal time.

Vehicle revenue hours shall not include the following other "out of service" activities:

1. Travel time to and from the garage or other facilities for fueling, vehicle maintenance, etc.
2. Breakdowns or accidents, except that the disabled vehicle shall be considered "in revenue service" until all riders have been transferred to a relief vehicle, at which time the relief vehicle shall be considered "in revenue service". In the event of a breakdown or accident when there are no riders on board, the disabled vehicle shall be considered "out of service" at the time the breakdown or accident occurs.

3. Elapsed time from the last drop-off to the next pick-up in excess of 90 minutes, unless an explanation for the elapsed time is submitted to Pace by the Contractor with the Monthly Report Package and it is found to be reasonable by Pace. For the purposes of determining elapsed time in excess of 90 minutes, no shows and late cancels may be considered to be a reasonable explanation for such an occurrence.

The Contractor shall deploy vehicles in the most efficient manner possible and to deploy vehicles to meet documented demand. Where necessary, the Contractor shall be prepared to employ split shifts to meet demand during peak service times and maintain a high level of efficiency throughout the remainder of the day.

**D. Additional Payment for Non-Revenue Hours**

For Component-IV III, Pace may at times require the Contractor to provide service beyond the regular parameters of this Contract. For these special trips, Pace staff shall provide the Contractor with the trip schedule as soon as the information is available.

The calculation of vehicle revenue hours for these trips shall include deadhead travel time to and from the pick-up and drop-off of these trips, and approved staging time. Staging times shall be determined and approved by Pace prior to the event or trip. Deadhead shall be calculated from the location the bus was last used (i.e., Component drop-off), or the garage, whichever is less, and the location to the next Component pickup, or the garage, whichever is less.

**E. Data Collection**

Driver log sheets or other trip data collection tools shall be kept in each vehicle or be available to drivers at all times and are to be used each time there is a software or MDT/Tablet failure. The Contractor shall have a procedure in place to collect service data in the event of such a failure. All data shall be provided to Pace upon request. The Contractor shall not be reimbursed for revenue hours that are not reported. This procedure shall collect all data in real-time and shall capture all information specified below for each run to verify that the service was provided.

1. Date
2. Vehicle number
3. Driver's name
4. Rider names and I.D. numbers
5. Complete pick-up addresses
6. Complete drop-off addresses
7. Requested pick-up time
8. Requested drop-off time
9. Number of PCAs/Attendants
10. Fare amount to be collected
11. Actual fare amount collected

12. Indicate if rider cancels or is a no-show
13. Time the driver leaves the terminal
14. Time of arrival at all pick-up locations
15. Time of each departure from all pick-up locations
16. Time of arrival for all drop-offs
17. Time of departure after all drop-offs
18. Time of arrival back at the terminal
19. Odometer reading leaving the terminal
20. Odometer reading at first pick-up
21. Odometer reading at the driver's last drop-off
22. Odometer reading on arrival at the terminal
23. Other information as required by Pace

**F. Scheduling and Dispatching**

The Contractor shall be responsible for reconciling all required data in Pace's scheduling and dispatch system daily. The Contractor is responsible for all Contractor staff errors. The Contractor shall have the capability to manually schedule and dispatch trips, and collect service data, in the event there is a failure of the Pace-provided computer system.

**G. Trip Denial Request Reports**

The Contractor shall submit a complete report showing each ride request turned down for the month, and returned to Pace with the other materials, for the month for which Pace is being billed. If for any reason, there should ever be a Capacity Denial in violation of federal regulations, Pace staff shall be notified immediately.

**H. Contractor Employee Standards**

The Contractor shall follow all requirements of *Pace's Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G)* regarding Personnel Standards.

**X. PROVISIONS FOR SUBCONTRACTING**

- A. The Contractor shall identify any and all major subcontractor(s) proposed to be utilized in the provision of Pace Paratransit Services prior to award of the underlying contract. A major subcontractor is a subcontractor providing a significant part of the Scope of Work of the underlying Contract. The Contractor shall not subcontract the direct operations of the call center/dispatch functions of the service. The call center/dispatch staff in Pace services shall be employed by the Contractor.
- B. The Contractor shall provide documentation to Pace of compliance with all applicable federal, state, and local regulations and statutes and Pace standards and requirements, as described in the underlying Contract, for any and all subcontractor(s) proposed to provide Pace Paratransit Services.
- C. The Contractor shall not substitute proposed subcontractor(s) without prior written approval from Pace. The Contractor shall notify Pace in advance of any modifications to a major subcontractor(s) agreement or Contract.
- D. The Contractor agrees to include the clause below in each subcontract to be used for the underlying Contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions:

***It is understood between the parties that Pace is not a party to this Agreement and is not subject to the obligations of the Parties in this Agreement.***

- E. The Contractor shall provide documentation to support the indemnification clauses in the underlying Contract.
- F. The Contractor shall provide Pace the following documentation for each major subcontract(s):
  - 1. Identification of the proposed subcontractor.
  - 2. A copy of the major subcontractor(s) agreement or Contract including the full detailed description of the services to be subcontracted that will be used in performance of the Contract.
  - 3. Identification of the type of subcontract to be used.
  - 4. The proposed subcontract pricing.
  - 5. The Contractor shall give Pace immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this Contract.

- G. The Contractor shall insert the following clauses in major subcontracts:

- 1. Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000

and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

2. Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
3. Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor shall include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
4. Equal Opportunity (Mar 2007) (E.O. 11246).
5. Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)).
6. Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
7. Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
8. Drug and Alcohol Testing 49 U.S.C. §533149 CFR Parts 653 and 654 The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Illinois and or Pace to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
9. Any other clause as required in *Exhibit D*.

**XI. PERIOD OF PERFORMANCE**

The contract period will be seven (7) years, with one (1) three-year option. This Contract shall be effective as of the date executed by Pace. Service provided under this Contract shall commence on April 1, 2020 and terminate after the last scheduled revenue vehicle hour on March 31, 2027. In the event that the three-year Pace option is exercised, the services provided under this contract shall terminate after the last scheduled revenue vehicle hour on March 31, 2030. The three-year option may be added at Pace's sole discretion.

# **ATTACHMENTS**



**CITY OF CHICAGO PARATRANSIT SERVICES**  
**ATTACHMENT 1: DEDICATED PARATRANSIT SERVICE HISTORICAL DATA\***

<b>2017</b>	<b>2018</b>
Percentage of Ambulatory Trips 88%	Percentage of Ambulatory Trips 88%
Percentage of Subscription Trips 19%	Percentage of Subscription Trips 18%
Average Weekday Ridership 8,420	Average Weekday Ridership 8,036
Average Saturday Ridership 3,660	Average Saturday Ridership 3,943
Average Sunday Ridership 4,963	Average Sunday Ridership 4,788
Average Revenue Miles per Trip 10.03	Average Revenue Miles per Trip 9.85
Average Direct Miles per Trip 7.30	Average Direct Miles per Trip 7.21

\*Does not include taxi information

**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 2: TRIP & RIDERSHIP INFORMATION**

(UPDATED TABLE)

**City of Chicago  
Summary Updated Information: 2017**

2017 Monthly Total by Day of Week	Trips	Non Ambulatory Trips	% of Non Ambulatory trips to total trips	Subscription Trips	% of subscription trips to total trips	Revenue Miles	Service Miles	Revenue Hours	Productivity	No Shows	Transfer Trips	On time Performance	Missed Trips	Average Ridership
Saturday	15,285	1,898	12%	672	4.40%	187,914	217,577	12,637.92	1.21	969				3,821
Sunday	27,149	2,930	11%	139	0.51%	298,571	345,362	19,437.38	1.40	1,717				4,525
Weekday	171,855	21,287	12%	42,257	24.59%	1,722,001	1,992,074	124,265.72	1.38	9,946				8,184
January Total	214,289	26,115	12%	43,068	20.10%	2,208,486	2,555,013	156,341.02	1.37	12,632	5,885	93%	1,276	
Saturday	17,237	2,280	13%	660	3.83%	207,228	239,237	13,632.10	1.21	1,125				4,309
Sunday	21,418	2,378	11%	113	0.53%	226,749	261,198	14,623.50	1.42	1,229				5,355
Weekday	185,190	22,755	12%	46,705	25.22%	1,837,014	2,121,301	120,136.40	1.40	10,046				9,260
February Total	223,845	27,413	12%	47,478	21.21%	2,270,991	2,621,736	148,392.00	1.39	12,400	5,952	93%	1,211	
Saturday	16,010	2,063	13%	669	4.18%	193,077	224,659	13,335.13	1.20	1,002				4,003
Sunday	20,906	2,317	11%	120	0.57%	217,589	246,566	14,433.25	1.45	1,260				5,227
Weekday	194,325	23,969	12%	47,432	24.41%	1,889,473	2,240,234	139,223.42	1.40	10,442				8,449
March Total	231,241	28,349	12%	48,221	20.85%	2,300,139	2,711,459	166,991.80	1.38	12,704	6,800	92%	1,822	
Saturday	20,159	2,623	13%	816	4.05%	233,709	267,575	16,162.32	1.25	1,207				4,032
Sunday	26,054	2,959	11%	152	0.58%	267,343	300,640	17,845.99	1.46	1,658				5,211
Weekday	170,069	21,293	13%	40,457	23.79%	1,659,877	1,914,711	120,997.17	1.41	8,709				8,503
April Total	216,282	26,875	12%	41,425	19.15%	2,160,929	2,482,926	155,005.48	1.40	11,574	6,381	92%	1,651	
Saturday	15,887	1,967	12%	636	4.00%	186,815	213,282	12,605.87	1.26	963				3,972
Sunday	23,150	2,769	12%	106	0.46%	251,735	286,475	16,464.14	1.41	1,456				4,630
Weekday	186,466	22,569	12%	44,801	24.03%	1,816,170	2,100,404	134,188.71	1.39	9,180				8,476
May Total	225,503	27,305	12%	45,543	20.20%	2,254,720	2,600,161	163,258.72	1.38	11,599	6,760	91%	2,022	
Saturday	16,114	2,168	13%	593	3.68%	190,096	218,596	13,052.53	1.23	1,089				4,029
Sunday	21,099	2,433	12%	110	0.52%	214,294	240,711	14,262.79	1.48	1,244				5,275
Weekday	181,909	22,145	12%	42,411	23.31%	1,801,559	2,086,974	133,267.94	1.36	9,618				8,269
June Total	219,122	26,746	12%	43,114	19.68%	2,205,948	2,546,281	160,583.26	1.36	11,951	6,690	91%	1,934	

Summary Updated Information: 2017 – cont'd

2017 Monthly Total by Day of Week	Trips	Non Ambulatory Trips	% of Non Ambulatory trips to total trips	Subscription Trips	% of subscription trips to total trips	Revenue Miles	Service Miles	Revenue Hours	Productivity	No Shows	Transfer Trips	On time Performance	Missed Trips	Average Ridership
Saturday	19,522	2,599	13%	724	3.71%	232,733	266,317	15,965.18	1.22	1,408				3,904
Sunday	28,581	3,384	12%	161	0.56%	306,086	346,801	19,919.01	1.43	1,689				4,764
Weekday	164,420	20,130	12%	37,859	23.03%	1,638,839	1,896,668	118,414.09	1.39	9,436				8,221
July Total	212,523	26,113	12%	38,744	18.23%	2,177,658	2,509,786	154,298.28	1.38	12,533	6,742	91%	1,712	
Saturday	15,982	2,169	14%	569	3.56%	191,613	217,061	12,861.85	1.24	1,138				3,996
Sunday	20,643	2,445	12%	132	0.64%	213,633	238,885	13,887.60	1.49	1,155				5,161
Weekday	189,650	23,572	12%	43,028	22.69%	1,889,588	2,175,574	135,017.32	1.40	10,447				8,246
August Total	226,275	28,186	12%	43,729	19.33%	2,294,834	2,631,520	161,766.76	1.40	12,740	7,511	91%	1,792	
Saturday	20,124	2,563	13%	714	3.55%	236,934	267,171	15,893.27	1.27	1,278				4,025
Sunday	23,620	2,693	11%	127	0.54%	251,545	282,932	16,248.41	1.45	1,431				4,724
Weekday	171,002	20,905	12%	38,706	22.63%	1,672,975	1,915,522	120,918.49	1.41	9,553				8,550
September Total	214,746	26,161	12%	39,547	18.42%	2,161,453	2,465,625	153,060.17	1.40	12,262	7,050	89%	2,506	
Saturday	15,290	1,815	12%	573	3.75%	177,617	202,170	12,081.05	1.27	1,252				3,823
Sunday	25,150	2,731	11%	146	0.58%	259,860	291,677	17,085.63	1.47	1,606				5,030
Weekday	187,874	23,321	12%	42,042	22.38%	1,820,336	2,075,983	132,712.55	1.42	10,915				8,540
October Total	228,314	27,867	12%	42,761	18.73%	2,257,813	2,569,830	161,879.24	1.41	13,773	7,491	89%	2,701	
Saturday	14,964	1,853	12%	533	3.56%	172,129	196,090	11,820.26	1.27	1,032				3,741
Sunday	24,450	2,775	11%	116	0.47%	265,497	299,187	17,063.74	1.43	1,546				4,890
Weekday	175,105	21,489	12%	38,400	21.93%	1,690,283	1,939,975	124,314.31	1.41	10,767				8,338
November Total	214,519	26,117	12%	39,049	18.20%	2,127,910	2,435,252	153,198.31	1.40	13,345	6,979	89%	2,332	
Saturday	19,645	2,401	12%	631	3.21%	227,518	257,744	15,648.03	1.26	1,476				3,929
Sunday	28,588	3,037	11%	117	0.41%	302,332	340,195	19,816.83	1.44	2,249				4,765
Weekday	158,438	18,822	12%	32,259	20.36%	1,568,707	1,839,781	114,004.81	1.39	10,986				7,922
December Total	206,671	24,260	12%	33,007	15.97%	2,098,558	2,437,720	149,469.68	1.38	14,711	6,605	89%	2,936	
GRAND TOTAL	2,633,330	321,507	12%	505,686	19.20%	26,519,440	30,567,309	1,884,245	1.39	152,224	80,846	91%	23,895	
Avg Month	219,444	26,792	12%	42,141	19%	2,209,953	2,547,276	157,020	1.39	12,685	6,737	91%	1,991	
Avg Sat	17,185	2,200	13%	649	4%	203,115	232,290	13,808	1.24	1,162				3,965
Avg Sun	24,234	2,738	11%	128	1%	256,269	290,052	16,757	1.44	1,520				4,963
Avg Wkday	178,025	21,855	12%	41,363	23%	1,750,569	2,024,933	126,455	1.40	10,004				8,413

Source: Trapeze reconciled data

(UPDATED TABLE)

City of Chicago Summary Updated Information: 2018

2018 Monthly Total by Day of Week	Trips	Non Ambulatory Trips	% of non Ambulatory trips to total trips	Subscription Trips	% of subscription trips to total trips	Revenue Miles	Service Miles	Revenue Hours	Productivity	No Shows	Transfer Trips	On time Performance	Missed Trips	Average Ridership
Saturday	15,374	1,708	11%	522	3.40%	176,068	199,275	12,017.26	1.28	938				3,844
Sunday	21,996	2,081	9%	115	0.52%	232,966	263,973	15,027.45	1.46	1,347				4,399
Weekday	177,951	20,571	12%	38,457	21.61%	1,718,290	1,968,145	125,180.26	1.42	10,396				8,089
January Total	215,321	24,360	11%	39,094	18.16%	2,127,325	2,431,393	152,224.96	1.41	12,681	6,628	90%	2,030	
Saturday	15,057	1,790	12%	511	3.39%	173,080	196,435	11,934.15	1.26	1,149				3,764
Sunday	18,028	1,700	9%	100	0.55%	190,355	213,988	12,741.48	1.41	1,229				4,507
Weekday	158,512	18,606	12%	33,904	21.39%	1,517,888	1,789,548	112,678.62	1.41	12,329				7,926
February Total	191,597	22,096	12%	34,515	18.01%	1,881,323	2,199,971	137,354.26	1.39	14,707	5,934	84%	5,621	
Saturday	20,413	2,378	12%	598	2.93%	232,502	263,605	15,894.27	1.28	1,395				4,083
Sunday	20,944	2,225	11%	86	0.41%	208,773	234,358	13,920.15	1.50	1,534				5,236
Weekday	182,555	22,013	12%	40,135	21.99%	1,726,207	1,972,572	125,820.14	1.45	11,223				8,298
March Total	223,912	26,616	12%	40,819	18.23%	2,167,483	2,470,536	155,634.56	1.44	14,152	6,880	88%	3,063	
Saturday	16,078	1,892	12%	468	2.91%	191,525	216,333	12,959.91	1.24	1,088				4,020
Sunday	25,426	2,767	11%	101	0.40%	265,443	296,991	17,373.39	1.46	1,502				5,085
Weekday	175,827	20,977	12%	39,153	22.27%	1,664,162	1,888,974	122,008.31	1.44	9,861				8,373
April Total	217,331	25,636	12%	39,722	18.28%	2,121,130	2,402,299	152,341.61	1.43	12,451	6,756	88%	2,784	
Saturday	15,991	1,958	12%	432	2.70%	189,081	213,880	13,061.65	1.22	1,134				3,998
Sunday	22,662	2,592	11%	91	0.40%	251,503	284,703	16,364.82	1.38	1,412				4,532
Weekday	180,404	21,915	12%	39,799	22.06%	1,738,153	1,977,384	129,045.05	1.40	10,199				8,200
May Total	219,057	26,465	12%	40,322	18.41%	2,178,737	2,475,968	158,471.52	1.38	12,745	6,698	89%	2,616	
Saturday	19,831	2,607	13%	545	2.75%	240,043	271,126	16,181.38	1.23	1,433				3,966
Sunday	20,142	2,264	11%	74	0.37%	215,242	240,119	14,273.52	1.41	1,294				5,036
Weekday	169,538	20,833	12%	36,522	21.54%	1,645,383	1,874,474	121,857.97	1.39	10,029				8,073
June Total	209,511	25,704	12%	37,141	17.73%	2,100,668	2,385,718	152,312.87	1.38	12,756	6,412	89%	2,726	

Summary Updated Information: 2018 – cont'd

2018 Monthly Total by Day of Week	Trips	Non Ambulatory Trips	% of non Ambulatory trips to total trips	Subscription Trips	% of subscription trips to total trips	Revenue Miles	Service Miles	Revenue Hours	Productivity	No Shows	Transfer Trips	On time Performance	Missed Trips	Average Ridership
Saturday	15,394	2,140	14%	443	2.88%	187,444	212,996	12,850.19	1.20	1,046				3,849
Sunday	28,297	3,330	12%	97	0.34%	305,618	344,785	20,281.05	1.40	2,038				4,716
Weekday	166,722	21,218	13%	36,508	21.90%	1,617,009	1,840,521	118,917.33	1.40	9,704				7,939
<b>July Total</b>	<b>210,413</b>	<b>26,688</b>	<b>13%</b>	<b>37,048</b>	<b>17.61%</b>	<b>2,110,071</b>	<b>2,398,302</b>	<b>152,048.57</b>	<b>1.38</b>	<b>12,788</b>	<b>6,883</b>	<b>90%</b>	<b>2,315</b>	
Saturday	16,311	2,180	13%	431	2.64%	194,217	218,732	13,198.92	1.24	1,180				4,078
Sunday	20,284	2,371	12%	76	0.37%	211,160	234,816	13,953.84	1.45	1,329				5,071
Weekday	181,588	23,265	13%	39,144	21.56%	1,767,066	2,007,564	129,847.24	1.40	10,416				7,895
<b>August Total</b>	<b>218,183</b>	<b>27,816</b>	<b>13%</b>	<b>39,651</b>	<b>18.17%</b>	<b>2,172,443</b>	<b>2,461,113</b>	<b>157,000.00</b>	<b>1.39</b>	<b>12,925</b>	<b>7,380</b>	<b>90%</b>	<b>2,102</b>	
Saturday	19,734	2,409	12%	568	2.88%	230,204	261,137	16,009.06	1.23	1,558				3,947
Sunday	28,252	3,229	11%	108	0.38%	295,856	331,696	19,695.76	1.43	1,776				4,709
Weekday	156,796	19,715	13%	34,240	21.84%	1,482,401	1,677,824	111,087.80	1.41	9,194				8,252
<b>September Total</b>	<b>204,782</b>	<b>25,353</b>	<b>12%</b>	<b>34,916</b>	<b>17.05%</b>	<b>2,008,461</b>	<b>2,270,658</b>	<b>146,792.62</b>	<b>1.40</b>	<b>12,528</b>	<b>6,754</b>	<b>86%</b>	<b>3,731</b>	
Saturday	16,254	2,092	13%	478	2.94%	188,289	212,277	12,910.66	1.26	1,106				4,064
Sunday	19,751	2,126	11%	78	0.39%	206,479	230,414	13,722.72	1.44	1,426				4,938
Weekday	188,528	23,364	12%	40,390	21.42%	1,782,627	2,017,513	132,830.11	1.42	11,949				8,197
<b>October Total</b>	<b>224,533</b>	<b>27,582</b>	<b>12%</b>	<b>40,946</b>	<b>18.24%</b>	<b>2,177,395</b>	<b>2,460,205</b>	<b>159,463.49</b>	<b>1.41</b>	<b>14,481</b>	<b>7,152</b>	<b>86%</b>	<b>3,997</b>	
Saturday	15,648	1,924	12%	451	2.88%	180,039	204,104	12,297.79	1.27	1,123				3,912
Sunday	22,861	2,561	11%	72	0.31%	248,349	280,827	16,307.66	1.40	1,843				4,572
Weekday	164,438	20,052	12%	33,275	20.24%	1,580,362	1,797,259	117,833.42	1.40	11,839				7,830
<b>November Total</b>	<b>202,947</b>	<b>24,537</b>	<b>12%</b>	<b>33,798</b>	<b>16.65%</b>	<b>2,008,751</b>	<b>2,282,190</b>	<b>146,438.86</b>	<b>1.39</b>	<b>14,805</b>	<b>6,310</b>	<b>87%</b>	<b>3,852</b>	
Saturday	18,941	2,545	13%	529	2.79%	214,948	244,523	14,907.55	1.27	1,464				3,788
Sunday	27,941	3,298	12%	76	0.27%	291,696	329,379	19,127.34	1.46	2,571				4,657
Weekday	147,242	18,424	13%	27,780	18.87%	1,421,894	1,735,809	105,630.47	1.39	11,214				7,362
<b>December Total</b>	<b>194,124</b>	<b>24,267</b>	<b>13%</b>	<b>28,385</b>	<b>14.62%</b>	<b>1,928,538</b>	<b>2,309,711</b>	<b>139,665.36</b>	<b>1.39</b>	<b>15,249</b>	<b>6,138</b>	<b>88%</b>	<b>3,312</b>	
<b>GRAND TOTAL</b>	<b>2,531,711</b>	<b>307,120</b>	<b>12%</b>	<b>446,357</b>	<b>17.60%</b>	<b>24,982,324</b>	<b>28,548,063</b>	<b>1,809,749</b>	<b>1.40</b>	<b>162,268</b>	<b>79,925</b>	<b>88%</b>	<b>38,149</b>	
<b>Avg Month</b>	<b>210,976</b>	<b>25,593</b>	<b>12%</b>	<b>37,196</b>	<b>17.60%</b>	<b>2,081,860</b>	<b>2,379,005</b>	<b>150,812</b>	<b>1.40</b>	<b>13,522</b>	<b>6,660</b>	<b>88%</b>	<b>3,179</b>	
<b>Avg Sat</b>	<b>17,086</b>	<b>2,135</b>	<b>12%</b>	<b>498</b>	<b>2.92%</b>	<b>199,787</b>	<b>226,202</b>	<b>13,685</b>	<b>1.25</b>	<b>1,218</b>				<b>3,943</b>
<b>Avg Sun</b>	<b>23,049</b>	<b>2,545</b>	<b>11%</b>	<b>90</b>	<b>0.39%</b>	<b>243,620</b>	<b>273,838</b>	<b>16,066</b>	<b>1.44</b>	<b>1,608</b>				<b>4,788</b>
<b>Avg Wkday</b>	<b>170,842</b>	<b>20,913</b>	<b>12%</b>	<b>36,609</b>	<b>21.39%</b>	<b>1,638,454</b>	<b>1,878,966</b>	<b>121,061</b>	<b>1.41</b>	<b>10,696</b>				<b>8,036</b>

Source: Trapeze reconciled data

**CITY OF CHICAGO RIDERSHIP: January – December 2017  
(ADA-ELIGIBLE RIDERS INCLUDING PCAs & COMPANIONS)**

City ADA & RTA Cert Services	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total 2017
Contractors	247,042	238,280	265,789	250,765	260,540	254,602	249,073	264,559	249,156	263,606	248,140	240,676	3,032,228
Contracted Taxi	2,863	3,623	5,044	6,526	8,708	8,439	2,841	3,215	4,205	4,788	5,044	6,025	61,321
<b>Subtotal ADA</b>	<b>249,905</b>	<b>241,903</b>	<b>270,833</b>	<b>257,291</b>	<b>269,248</b>	<b>263,041</b>	<b>251,914</b>	<b>267,774</b>	<b>253,361</b>	<b>268,394</b>	<b>253,184</b>	<b>246,701</b>	<b>3,093,549</b>
RTA ADA Certifications*	3,147	3,216	3,422	3,496	3,738	3,646	3,217	3,750	3,411	3,055	3,520	3,284	40,902
<b>Total City Services ADA &amp; RTA</b>	<b>253,052</b>	<b>245,119</b>	<b>274,255</b>	<b>260,787</b>	<b>272,986</b>	<b>266,687</b>	<b>255,131</b>	<b>271,524</b>	<b>256,772</b>	<b>271,449</b>	<b>256,704</b>	<b>249,985</b>	<b>3,134,451</b>

\*RTA ADA Certification trips primarily provided by taxi

Note: Pace cannot verify loads for Personal Care Attendants (PCAs) and Companions

**CITY OF CHICAGO RIDERSHIP: January – December 2018  
(ADA-ELIGIBLE RIDERS INCLUDING PCAs & COMPANIONS)**

City ADA & RTA Cert Services	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total 2018
Contractors	248,573	220,781	259,304	250,888	253,799	244,366	246,497	255,319	236,793	259,270	234,935	226,651	2,937,176
Contracted Taxi	5,660	7,928	11,287	8,814	10,686	8,064	8,883	9,123	9,297	11,028	10,648	14,646	116,064
<b>Subtotal ADA</b>	<b>254,233</b>	<b>228,709</b>	<b>270,591</b>	<b>259,702</b>	<b>264,485</b>	<b>252,430</b>	<b>255,380</b>	<b>264,442</b>	<b>246,090</b>	<b>270,298</b>	<b>245,583</b>	<b>241,297</b>	<b>3,053,240</b>
RTA ADA Certifications*	3,910	3,132	4,004	3,686	3,545	3,545	3,580	3,886	3,184	4,102	3,070	4,066	43,710
<b>Total City Services ADA &amp; RTA</b>	<b>258,143</b>	<b>231,841</b>	<b>274,595</b>	<b>263,388</b>	<b>268,030</b>	<b>255,975</b>	<b>258,960</b>	<b>268,328</b>	<b>249,274</b>	<b>274,400</b>	<b>248,653</b>	<b>245,363</b>	<b>3,096,950</b>

\*RTA ADA Certifications primarily provided by taxi

Note: Pace cannot verify loads for Personal Care Attendants (PCAs) and Companions

Source: Trapeze reconciled data

**NEW TABLE**  
**Supplemental Information**  
**City of Chicago Trips by Hour**  
**(Paratransit Bus Only)**  
**October 1-5, 2018**  
**Weekdays**

<b>Hour</b>	<b>Weekday Total Trips Booked</b>	<b>Weekday Total Trips Performed</b>	<b>% Trips Performed</b>	<b>% Trips Canceled</b>
<b>0 Hour</b>	192	68	35%	65%
<b>1 Hour</b>	63	49	78%	22%
<b>2 Hour</b>	116	92	79%	21%
<b>3 Hour</b>	322	273	85%	15%
<b>4 Hour</b>	844	749	89%	11%
<b>5 Hour</b>	1,399	1,182	84%	16%
<b>6 Hour</b>	2,505	2,102	84%	16%
<b>7 Hour</b>	5,306	4,538	86%	14%
<b>8 Hour</b>	5,282	4,351	82%	18%
<b>9 Hour</b>	3,780	3,047	81%	19%
<b>10 Hour</b>	3,629	2,763	76%	24%
<b>11 Hour</b>	3,754	2,717	72%	28%
<b>12 Hour</b>	3,946	2,826	72%	28%
<b>13 Hour</b>	4,076	2,954	72%	28%
<b>14 Hour</b>	6,477	4,927	76%	24%
<b>15 Hour</b>	4,517	3,355	74%	26%
<b>16 Hour</b>	2,892	1,971	68%	32%
<b>17 Hour</b>	1,943	1,261	65%	35%
<b>18 Hour</b>	1,354	862	64%	36%
<b>19 Hour</b>	871	596	68%	32%
<b>20 Hour</b>	972	668	69%	31%
<b>21 Hour</b>	696	476	68%	32%
<b>22 Hour</b>	494	344	70%	30%
<b>23 Hour</b>	335	246	73%	27%
<b>24 Hour</b>	1	0	0%	100%
<b>Total</b>	<b>55,766</b>	<b>42,417</b>	<b>76%</b>	<b>24%</b>

Source: Trapeze

**NEW TABLE**  
**Supplemental Information**  
**City of Chicago Trips by Hour**  
**(Paratransit Bus Only)**  
**October 6, 2018**  
**Saturday**

<b>Hour</b>	<b>Saturday Total Trips Booked</b>	<b>Saturday Total Trips Performed</b>	<b>% Trips Performed</b>	<b>% Trips Canceled</b>
<b>0 Hour</b>	39	16	41%	59%
<b>1 Hour</b>	14	10	71%	29%
<b>2 Hour</b>	26	17	65%	35%
<b>3 Hour</b>	57	47	82%	18%
<b>4 Hour</b>	111	97	87%	13%
<b>5 Hour</b>	97	85	88%	12%
<b>6 Hour</b>	136	107	79%	21%
<b>7 Hour</b>	281	227	81%	19%
<b>8 Hour</b>	415	333	80%	20%
<b>9 Hour</b>	566	438	77%	23%
<b>10 Hour</b>	583	442	76%	24%
<b>11 Hour</b>	491	335	68%	32%
<b>12 Hour</b>	524	352	67%	33%
<b>13 Hour</b>	407	265	65%	35%
<b>14 Hour</b>	430	308	72%	28%
<b>15 Hour</b>	409	273	67%	33%
<b>16 Hour</b>	298	204	68%	32%
<b>17 Hour</b>	215	130	60%	40%
<b>18 Hour</b>	205	130	63%	37%
<b>19 Hour</b>	154	99	64%	36%
<b>20 Hour</b>	114	74	65%	35%
<b>21 Hour</b>	106	64	60%	40%
<b>22 Hour</b>	111	72	65%	35%
<b>23 Hour</b>	70	41	59%	41%
<b>24 Hour</b>	0	0	0%	0%
<b>Total</b>	<b>5,859</b>	<b>4,166</b>	<b>71%</b>	<b>29%</b>

Source: Trapeze



**NEW TABLE**  
**Supplemental Information**  
**City of Chicago Trips by Hour**  
**(Paratransit Bus Only)**  
**October 7, 2018**  
**Sunday**

<b>Hour</b>	<b>Sunday Total Trips Booked</b>	<b>Sunday Total Trips Performed</b>	<b>% Trips Performed</b>	<b>% Trips Cancelled</b>
<b>0 Hour</b>	43	13	30%	70%
<b>1 Hour</b>	24	16	67%	33%
<b>2 Hour</b>	17	13	76%	24%
<b>3 Hour</b>	17	13	76%	24%
<b>4 Hour</b>	31	24	77%	23%
<b>5 Hour</b>	81	60	74%	26%
<b>6 Hour</b>	221	168	76%	24%
<b>7 Hour</b>	408	331	81%	19%
<b>8 Hour</b>	765	599	78%	22%
<b>9 Hour</b>	795	588	74%	26%
<b>10 Hour</b>	624	443	71%	29%
<b>11 Hour</b>	485	321	66%	34%
<b>12 Hour</b>	615	415	67%	33%
<b>13 Hour</b>	870	547	63%	37%
<b>14 Hour</b>	568	354	62%	38%
<b>15 Hour</b>	288	164	57%	43%
<b>16 Hour</b>	229	126	55%	45%
<b>17 Hour</b>	256	170	66%	34%
<b>18 Hour</b>	180	104	58%	42%
<b>19 Hour</b>	118	77	65%	35%
<b>20 Hour</b>	110	66	60%	40%
<b>21 Hour</b>	95	54	57%	43%
<b>22 Hour</b>	75	51	68%	32%
<b>23 Hour</b>	50	34	68%	32%
<b>24 Hour</b>	2	2	100%	0%
<b>Total</b>	<b>6,967</b>	<b>4,753</b>	<b>68%</b>	<b>32%</b>

Source: Trapeze

**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 3: POTENTIAL DAILY ADA PARATRANSIT SERVICE DEMAND**

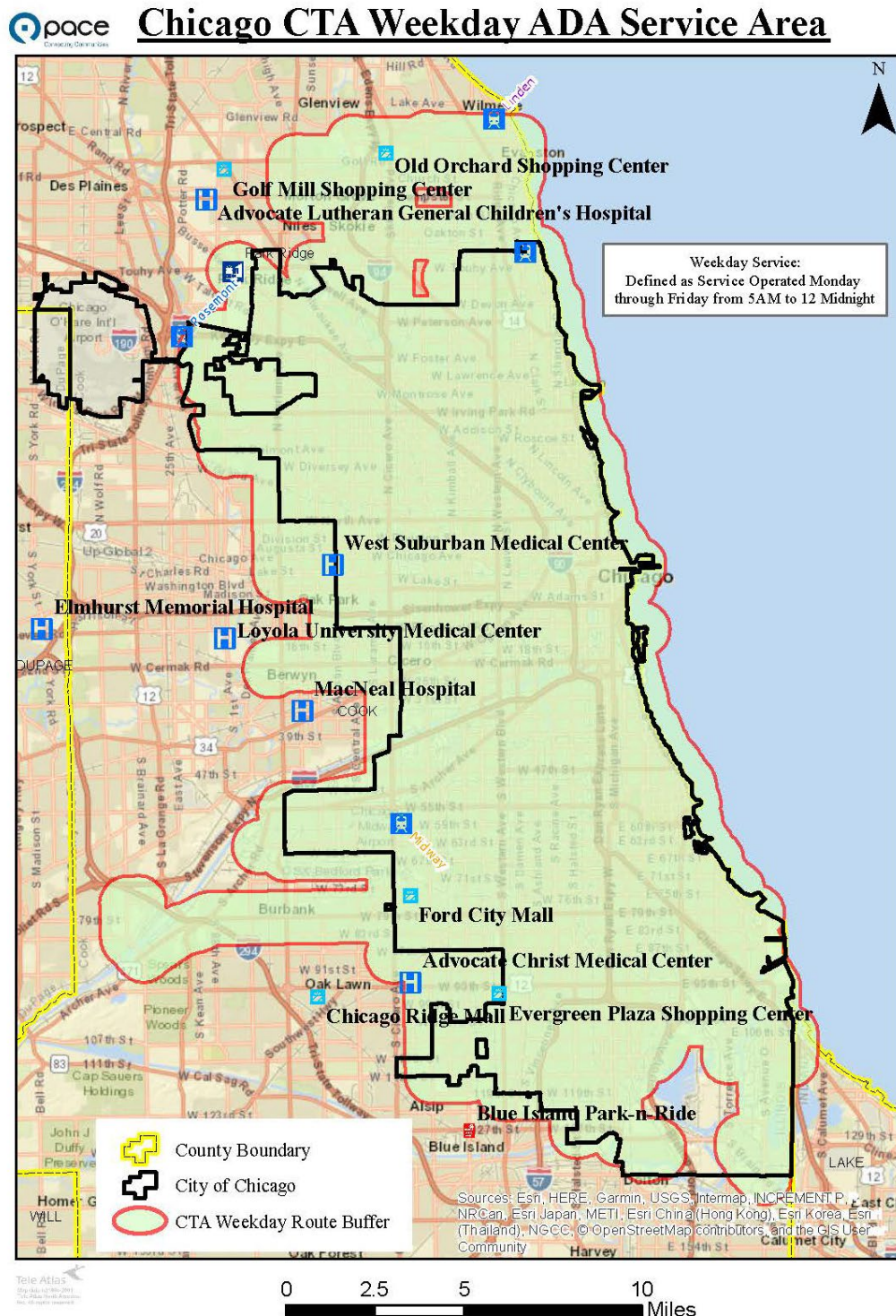
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The City of Chicago ADA Paratransit services are operated using multiple service providers including dedicated paratransit services and non-dedicated service providers under a central call center environment. Trip distribution is based on service performance, trip cost and provider capacity. Below is a table of estimated revenue hours and one-way trips based on potential productivity levels and daily trip requests assuming four (4) dedicated service providers. This illustrates potential service demand based on two (2) service providers operating 20% of ridership and two (2) service providers operating 30% of ridership.

Contracted service providers/Carriers are required to maintain vehicle and driver capacity to meet the demand for paratransit services in the City of Chicago. Minimum service capacity of the daily service demand for each day of the week shall be affirmed by Pace after the assessment of Carriers proposed daily service capacity. A week is defined as Monday through Sunday including holidays.

City of Chicago Potential Daily ADA Paratransit Service Demand																					
<b>Rev Hour Distribution</b>																					
Productivity	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Trips	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
Hours	8,000	7,667	7,333	7,000	6,667	6,333	6,000	5,667	5,333	5,000	4,667	4,333	4,000	3,667	3,333	3,000	2,667	2,333	2,000	1,667	1,333
30%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
30%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
20%	1,600	1,533	1,467	1,400	1,333	1,267	1,200	1,133	1,067	1,000	933	867	800	733	667	600	533	467	400	333	267
20%	1,600	1,533	1,467	1,400	1,333	1,267	1,200	1,133	1,067	1,000	933	867	800	733	667	600	533	467	400	333	267
100%	8,000	7,667	7,333	7,000	6,667	6,333	6,000	5,667	5,333	5,000	4,667	4,333	4,000	3,667	3,333	3,000	2,667	2,333	2,000	1,667	1,333
<b>Trip Distribution</b>																					
Productivity	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Trips	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
Hours	8,000	7,667	7,333	7,000	6,667	6,333	6,000	5,667	5,333	5,000	4,667	4,333	4,000	3,667	3,333	3,000	2,667	2,333	2,000	1,667	1,333
30%	3,600	3,450	3,300	3,150	3,000	2,850	2,700	2,550	2,400	2,250	2,100	1,950	1,800	1,650	1,500	1,350	1,200	1,050	900	750	600
30%	3,600	3,450	3,300	3,150	3,000	2,850	2,700	2,550	2,400	2,250	2,100	1,950	1,800	1,650	1,500	1,350	1,200	1,050	900	750	600
20%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
20%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
100%	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
<b>Rev Hour Distribution</b>																					
Productivity	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Trips	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
Hours	8,276	7,931	7,586	7,241	6,897	6,552	6,207	5,862	5,517	5,172	4,828	4,483	4,138	3,793	3,448	3,103	2,759	2,414	2,069	1,724	1,379
30%	2,483	2,379	2,276	2,172	2,069	1,966	1,862	1,759	1,655	1,552	1,448	1,345	1,241	1,138	1,034	931	828	724	621	517	414
30%	2,483	2,379	2,276	2,172	2,069	1,966	1,862	1,759	1,655	1,552	1,448	1,345	1,241	1,138	1,034	931	828	724	621	517	414
20%	1,655	1,586	1,517	1,448	1,379	1,310	1,241	1,172	1,103	1,034	966	897	828	759	690	621	552	483	414	345	276
20%	1,655	1,586	1,517	1,448	1,379	1,310	1,241	1,172	1,103	1,034	966	897	828	759	690	621	552	483	414	345	276
100%	8,276	7,931	7,586	7,241	6,897	6,552	6,207	5,862	5,517	5,172	4,828	4,483	4,138	3,793	3,448	3,103	2,759	2,414	2,069	1,724	1,379
<b>Trip Distribution</b>																					
Productivity	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45	1.45
Trips	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
Hours	8,276	7,931	7,586	7,241	6,897	6,552	6,207	5,862	5,517	5,172	4,828	4,483	4,138	3,793	3,448	3,103	2,759	2,414	2,069	1,724	1,379
30%	3,600	3,450	3,300	3,150	3,000	2,850	2,700	2,550	2,400	2,250	2,100	1,950	1,800	1,650	1,500	1,350	1,200	1,050	900	750	600
30%	3,600	3,450	3,300	3,150	3,000	2,850	2,700	2,550	2,400	2,250	2,100	1,950	1,800	1,650	1,500	1,350	1,200	1,050	900	750	600
20%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
20%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
100%	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
<b>Rev Hour Distribution</b>																					
Productivity	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Trips	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
Hours	8,571	8,214	7,857	7,500	7,143	6,786	6,429	6,071	5,714	5,357	5,000	4,643	4,286	3,929	3,571	3,214	2,857	2,500	2,143	1,786	1,429
30%	2,571	2,464	2,357	2,250	2,143	2,036	1,929	1,821	1,714	1,607	1,500	1,393	1,286	1,179	1,071	964	857	750	643	536	429
30%	2,571	2,464	2,357	2,250	2,143	2,036	1,929	1,821	1,714	1,607	1,500	1,393	1,286	1,179	1,071	964	857	750	643	536	429
20%	1,714	1,643	1,571	1,500	1,429	1,357	1,286	1,214	1,143	1,071	1,000	929	857	786	714	643	571	500	429	357	286
20%	1,714	1,643	1,571	1,500	1,429	1,357	1,286	1,214	1,143	1,071	1,000	929	857	786	714	643	571	500	429	357	286
100%	8,571	8,214	7,857	7,500	7,143	6,786	6,429	6,071	5,714	5,357	5,000	4,643	4,286	3,929	3,571	3,214	2,857	2,500	2,143	1,786	1,429
<b>Trip Distribution</b>																					
Productivity	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Trips	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000
Hours	8,571	8,214	7,857	7,500	7,143	6,786	6,429	6,071	5,714	5,357	5,000	4,643	4,286	3,929	3,571	3,214	2,857	2,500	2,143	1,786	1,429
30%	3,600	3,450	3,300	3,150	3,000	2,850	2,700	2,550	2,400	2,250	2,100	1,950	1,800	1,650	1,500	1,350	1,200	1,050	900	750	600
30%	3,600	3,450	3,300	3,150	3,000	2,850	2,700	2,550	2,400	2,250	2,100	1,950	1,800	1,650	1,500	1,350	1,200	1,050	900	750	600
20%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
20%	2,400	2,300	2,200	2,100	2,000	1,900	1,800	1,700	1,600	1,500	1,400	1,300	1,200	1,100	1,000	900	800	700	600	500	400
100%	12,000	11,500	11,000	10,500	10,000	9,500	9,000	8,500	8,000	7,500	7,000	6,500	6,000	5,500	5,000	4,500	4,000	3,500	3,000	2,500	2,000

**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 4: CHICAGO CTA WEEKDAY ADA SERVICE AREA MAP\***

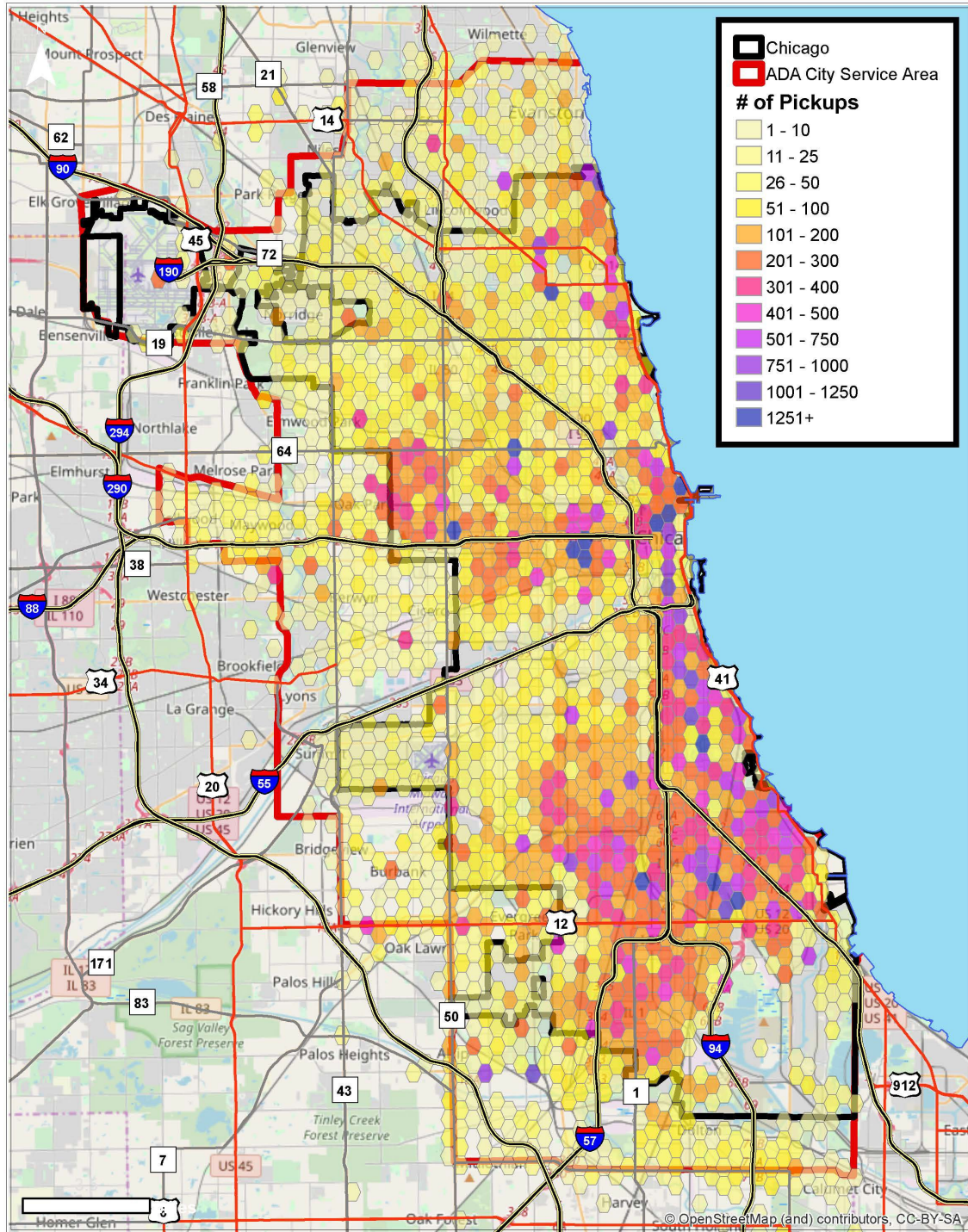


\*Additional information regarding CTA service available at [www.transitchicago.com](http://www.transitchicago.com)

CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 5: OCTOBER 2018 ADA PICKUPS CITY PARATRANSIT MAP



October 2018 ADA Pickups  
City Paratransit Bus



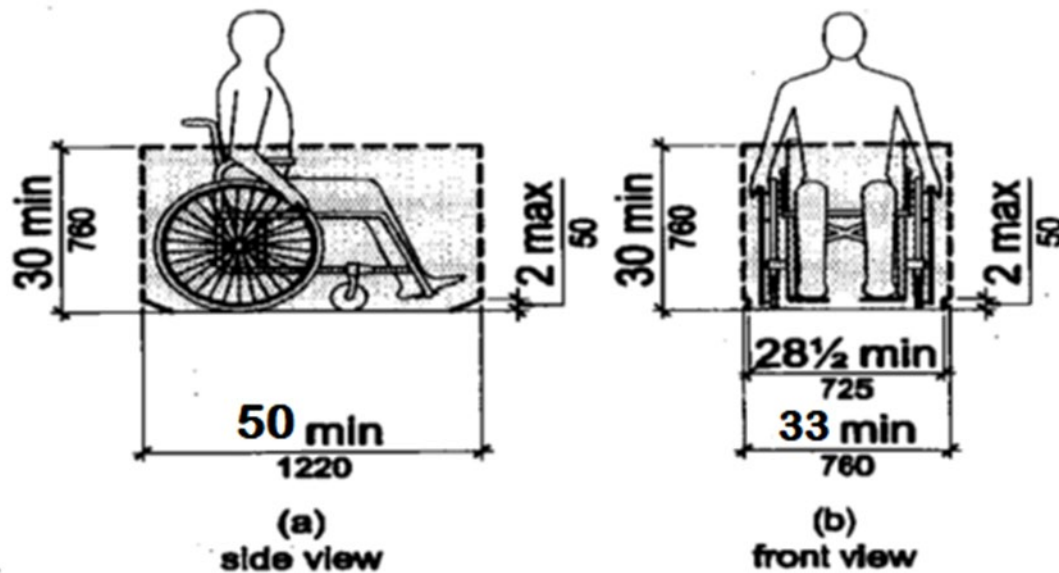
**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 6: REVENUE VEHICLE REQUIREMENTS****(This entire section has changed)****Minimum Vehicle Requirements in Pace ADA Service**

Recommendation from the ADA Advisory Committee held October 31, 2019 have been incorporated into the following vehicle requirements:

1. One hundred percent (100%) of the vehicles in Pace revenue service shall be wheelchair accessible and compliant with all applicable U.S. Department of Transportation (DOT) Americans with Disabilities Act of 1990 (ADA) vehicle regulatory requirements included in 49 CFR Parts 37 and 38.
2. All vehicles entering Pace revenue service shall be new 2019 or 2020 model vehicles. New vehicles shall not have more than five hundred (500) miles at time of certification for Pace service. Ride quality is a prime concern for Pace for the safe and comfortable transportation of our passengers. Vehicles shall be designed for passenger transportation. ***Conversion of commercial utility vehicles for passenger transit are not acceptable.***
3. All vehicles in Pace revenue service shall not exceed two hundred (200,000) miles or six (6) years whichever occurs first. The age requirement is based upon the model year of the manufacturer of the vehicle and not the year in which it was placed in Pace service.
4. Vehicles shall be a body on cutaway chassis based on a **Ford Transit model T350 with a wheelbase of one hundred fifty-six inch (156") as long as it has a flat floor with no wheel wells present or one hundred seventy-eight inch (178") with Dual Rear Wheels (DRW) not to exceed 282 ¾ inch total vehicle length.**
5. Vehicles shall have a lift/ramp in the middle of the side and a full-size door for ambulatory passengers.
6. Vehicles shall be equipped with slip resistant composite flooring.
7. Seating configurations shall be compartmentalized for passenger safety. No aisle seating.
8. Seats shall be permanently installed and pull tested to Federal Motor Vehicle Safety Standards (FMVSS) requirements.
9. Fold up passenger seats are to be deployed when wheelchair seating is not in use. Fold up seats shall be permanently installed and shall be pull tested to Federal Motor Vehicle Safety Standards (FMVSS) requirements.
10. A minimum of two percent (2%) of the Contractor's fleet in service shall accommodate three (3) passengers using mobility devices (e.g. standard wheelchairs, motorized wheelchairs or scooters). Floor plan shall accommodate four (4) ambulatory **and** three (3)

mobility device spaces, *excluding* the driver, and shall preclude a front passenger seat in the cab area.

11. All vehicles in service shall accommodate a minimum of two (2) passengers using mobility devices (e.g. standard wheelchairs, motorized wheelchairs or scooters) with a maximum ambulatory passenger capacity of eight (8). Floor plan shall accommodate eight (8) ambulatory **and** two (2) mobility device spaces, *excluding* the driver, and shall preclude a front passenger seat in the cab area.
12. Passenger seating dimensions for third row, if applicable, at **minimum** Leg Room thirty-five (35) inches, Head Room forty-one (41) inches, Shoulder Room fifty-six (56) inches, Hip Room forty-seven (47) inches.
13. Vehicles shall provide each mobility device space with a minimum of thirty-three (33) inches in width and fifty (50) inches in length. See Figure I. illustration below:



**Figure 1**

**Oversized Wheelchair or Mobility Aid**

14. Passenger seating shall be forward facing. The vehicle interior dimensions shall accommodate adequate space between seats for passenger boarding and alighting.
15. Vehicles shall have a driver modesty panel between the driver's seat and passenger area.
16. Vehicle shall employ a 3-point passenger restraint at all passenger seating locations.

17. Vehicle shall be equipped with a Q-Straint slide and click surface mounted pucks to accommodate all mobility devices (e.g. standard wheelchairs, motorized wheelchairs or scooters) that are able to board the vehicle.
18. Vehicles shall operate a separate heating and air conditioning system for the passenger area which is independent from the chassis manufacturers system in the front.
19. Vehicles shall provide adequate lighting in the passenger area.
20. Vehicles shall be equipped with adequate stanchions and grab handles to allow for safe ingress and egress of ambulatory passengers. Stanchions and grab handles shall be positioned for ease of access by passengers and shall be ADA compliant when applicable.
21. Passenger windows shall have an opening for ventilation and shall meet FMVSS 217 for emergency egress.
22. Vehicles may be equipped with manual or power passenger doors to board and alight passengers. Power doors shall have the ability to deploy manually.
23. The following standards shall apply to all vehicles used in Pace revenue service under this Contract:
  - a. Vehicles shall be equipped with Braille vehicle identification signs displayed in and on the vehicle as required by Pace for identification by visually impaired riders. Braille signs are to be located behind the driver's seat unless otherwise directed by Pace. The vehicle fleet number shall be displayed on a plate similar in size, format and legibility to the example below. **The plate shall be no less than 1.5 inches high by 3.0 inches wide. The sign shall be compliant with *ADA Standards for Transportation Facilities* requirements (*Sec. 703 Signs*), published by the U.S. Access Board (<https://www.access-board.gov/>).** The vehicle fleet number shall be presented in Braille and raised lettering. The plate shall be vandal resistant and permanently affixed in place.



- b. Vehicles shall be identified with an alphanumeric identifier assigned by Pace on four sides and the roof.



- c. The interior of the vehicles shall be gray.
  - d. Vehicles shall utilize passenger mid high seating upholstered in anti-microbial fabric or vinyl for durability and cleanliness.
  - e. Vehicles shall be equipped with seat belt covers and/or seat covers to maintain a neat and clean appearance, as needed. (See below sample seat belt covers)
  - f. No rear vehicle entry door shall be permitted.
  - g. Vehicles shall have ramps or lift platforms capable of loading passenger mobility devices with of width of 34 inches at the ramp or platform level between any rails or barriers. The wheelchair lift access door shall be manual.
  - h. Vehicles shall be equipped with an audible and light lift deployment alert system of for passenger safety.
  - i. Vehicles shall have features that assist ambulatory passenger when boarding and alighting including handrails and running board steps.
  - j. Vehicles shall have seats and shall have Anti-Vandal grab handles on seats tops to assist with passenger stability.
24. Vehicles shall be adequately air conditioned and heated for passenger comfort throughout the year. No vehicle shall be operated in revenue service with non-working climate controls.
25. The following technology features shall be installed on all vehicles operating in Pace revenue service under this contract and as specified in *Exhibit I. Scope of Work, Section VII. Standards and Requirements*.
- a. Vehicle used in Pace service shall have a backup camera system and reverse warning audible alert system.
  - b. Vehicles used in Pace service shall be equipped with forward collision avoidance warning and lane departure warning systems.
  - c. Vehicles used in Pace service shall be equipped with a surveillance system capable of continuous recording of views forward of and inside of the vehicle.
  - d. Vehicles used in Pace service shall be equipped with Tablets.
  - e. Vehicles used in Pace service shall be equipped with GPS tracking systems.
26. In addition to the requirements listed above, all vehicles in Pace revenue service shall be compliant with the following requirements:
- a. Vehicles modified by a manufacturer to include accessibility features such as ramps, lifts, securements systems, handrails and other accessibility features, shall be certified as ADA compliant and have completed Altoona Test reports in the minimum four (4) years/100,000-mile test category.
  - b. Vehicles shall have letters on file certifying that the ramp, lift, seats and securements were installed according to the manufacturer's requirements.
  - c. Vehicles shall have seats that are permanently installed and pull tested to Federal Motor Vehicle Safety Standards (FMVSS) requirements.
  - d. Vehicle shall maintain current State of Illinois Department of Transportation (IDOT) safety inspections.
  - e. Vehicles shall be equipped with the minimum safety equipment as required by Illinois DOT (IDOT) for the class of passenger vehicle.

27. The following are **not** acceptable features for vehicles in Pace service:
- A passenger seat relocatable track system is not acceptable.
  - L track wheelchair securements are not acceptable.
  - Floor mounted auxiliary heaters are not acceptable.
28. Seating capacity shall allow for equal access of service for people with disabilities requiring an accessible vehicle. During the life of the contract the seating capacity shall be evaluated and balanced to meet the needs of people with disabilities.
29. Vehicles exterior shall be white with Pace Logo on each side of the vehicle. Graphics illustrated below:



**Fleet Acquisition and Implementation Plan:**

- Contractor shall provide Pace floor plans and procurement specifications for approval prior to placement of the order.
- Contractor shall provide a detailed fleet acquisition plan inclusive of the procurement progression and milestones.
- Contractor may propose an interim fleet replacement plan outlining the use of an interim fleet pending the acquisition and rollout of new fleet entering service. Proposed interim fleet is subject to approval by Pace and shall comply with all Pace and manufacturer safety requirements. In addition, fleet shall be in compliance with accessible wheelchair ratio requirements.
- The interim plan shall include a timeline for the use of the interim fleet, the list of vehicles detailing, vehicle number, license plate number, mileage, model year and make, replacement schedule showing procurement progression and vehicle rollout through complete fleet compliance and the number of new vehicles anticipated to be put into service April 1, 2020. Full implementation of new fleet shall be completed by ***October 1, 2020***.

**SAMPLE SEAT BELT COVERS**



**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 7: SAMPLE FLEET VEHICLE INFORMATION FORM**

Fleet/Vehicle Information									
#	Vehicle ID#	Year	Make	Model	Ambulatory Capacity	# WC Positions	Odometer Reading	MDT/ Tablet/AVL/ GPS/Other	Attach Floor Plan and Specs
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

*(List each vehicle) Form will be provided in Excel*

CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 8: PACE PARATRANSIT SAMPLE RESERVATION SCRIPT

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## ★ IMPORTANT NOTES:

- a) Riders are to be offered a notification call after each leg of every trip they book.
- b) For trips which are copied from trip history, the Call-Back Client box may be checked, the Imminent Arrival Reminder selected, and a phone number may be entered in the Alternate IVR Call-Back Phone blank. **If already completed, the Call-Taker must still verify the rider wants a call and the number at which he/she wants to receive the call.**

1. Res: Good Morning! PACE ADA Carrier Name. This is Reservationist Name. What is your paratransit ID number please?
2. Res: Is this customer name?
3. Res: We have you listed at home address. Is this where we will be picking you up?
4. Res: To what address will we be taking you?
5. Res: What is the name of the facility?

**Put in an appointment time only if requested by caller. DO NOT ASK IF THEY WANT ONE.**

6. Res: Thank you. Will you be using any mobility aids such as a walker, or wheelchair? (Mobility aids are identified so the correct type of vehicle is sent.)
7. Res: Will anyone else be riding with you for this trip?
8. Res: Are there any other special instructions I should give the driver?
9. Res: (Only if appointment time is given) To accommodate your requested arrival time we will pick you up at pick-up time.
10. Would a taxi be acceptable if available? **They cannot request Taxi only**
  - a. If yes, place "Taxi OK" in right comment field in Trip Booking Screen.

Detail | Supplementary Data | Group Booking | Itinerary

**Detail**  
Booking ID: <new> CASUAL NOT GEOCODED  
Purpose: N/A Provider: N/A Cost

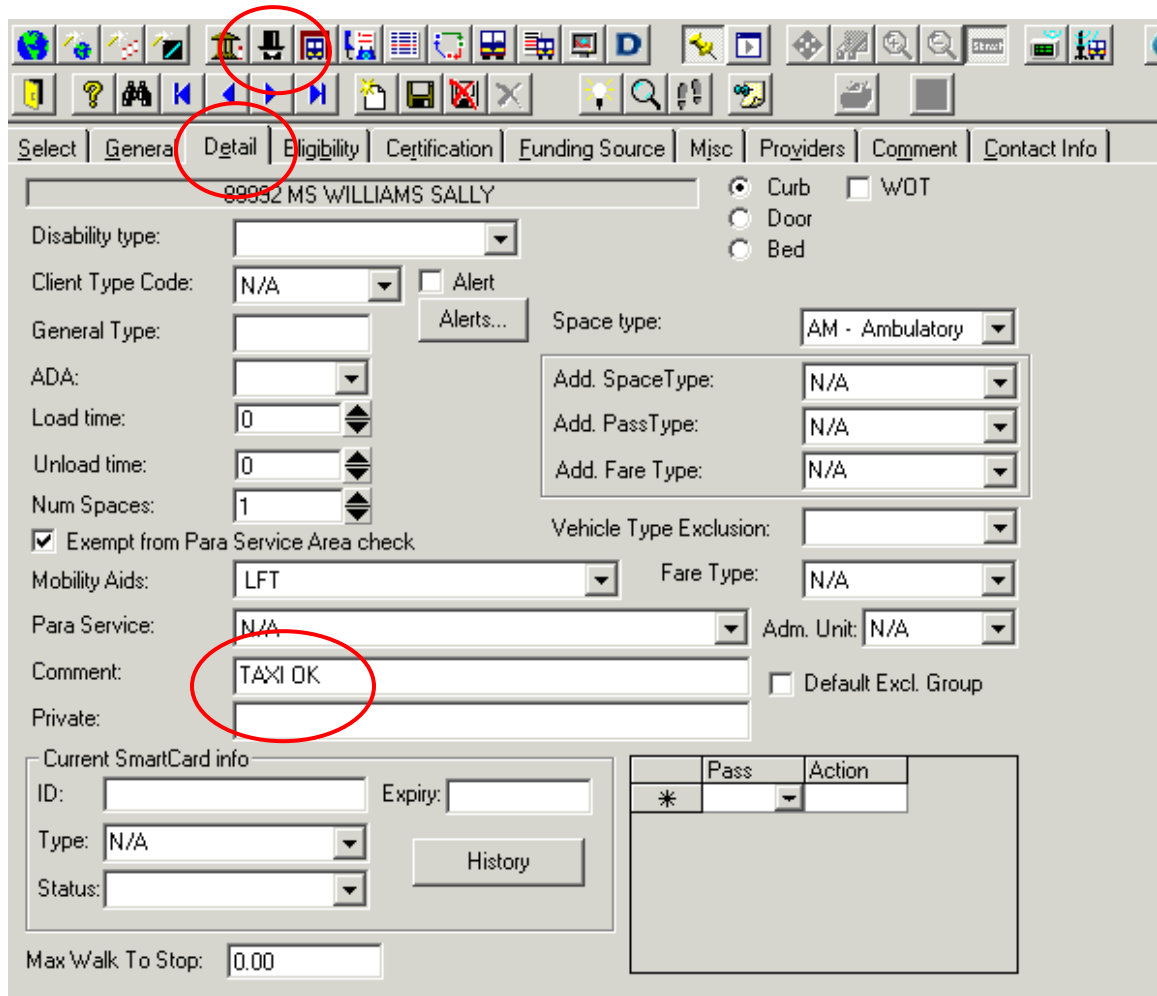
**Funding Source**  
1. N/A  
2. N/A  
3. N/A  
4. N/A  
5. N/A  
Elig Conditions:  
Jurisdiction:

ParaService: N/A MaxOBT: 0 Bed:   
Curb:   
Door:   
Group: Exc.Grp:   
Client Type: N/A  
Mobility Aids:  
Comment: TAXI OK  
Elig. com:

**Leg Detail - ORIGIN**  
Jurisdiction Polygon: \$

	Pass	Space	PU	DO	Calc	FareType	Client	FS
*								

Once it has been placed in comment field when booking the trip please open the Client File, Detail tab and insert TAXI OK in the comment field and click save.



11. **Res: Would you like an automated call shortly before the vehicle arrives?** (If the Passenger says “No” skip to step 15 and continue).
12. Click on the Supplementary Data Tab then a) Click in the Call-Back Client box, placing an “x” in the box, and b) Select, “Imminent Arrival Reminder” using the pulldown arrow in the IVR Notifications section.
13. **Res: At what number would you like to be contacted? We highly recommend a cellular number.** (The phone number at which the rider wants to receive the call is entered in the “Alternate IVR Call-Back Phone” blank. (Cell phone number is preferred)).

The screenshot shows a software interface with several tabs: 'Detail', 'Supplementary Data', 'Group Booking', and 'Itinerary'. A red arrow points to the 'Supplementary Data' tab. Below the tabs, there are fields for 'Created by: weildi', 'Date: 09-22-2011 @ 13:33', and 'Modified by: weildi', 'Date: 09-22-2011 @ 13:33'. There are also checkboxes for 'WOT', 'Excuse', 'Co Driver', and 'Call', along with a 'Priority: 0' field. The 'Alternate IVR Call-back Phone' field contains the number '847-364-7223'. Below this is a section titled 'IVR Notifications' with a 'Call-back client' checkbox that is checked and a dropdown menu labeled 'Imminent Arrival Remi...'. At the bottom, there are fields for 'M/F: M', 'Reminder Method:', and 'Call-back Status:'.

14. **Res:** Great! And will you need a return ride from destination name?
15. **Res:** (If Yes) After flipping the trip ask the rider, “**Would you like an automated call shortly before the vehicle arrives?**”. (If Yes) **At what number would you like to be contacted?** (For riders who do not want a reminder call,, Uncheck the “Call-back client” box. NO FURTHER ACTION IS REQUIRED).
16. **Res:** Are there any other trips I can book for you?
17. **Res:** (After final trip leg is booked) **Ok, let me confirm your trip information** (reservationist repeats trip booking information for each trip and any special instructions the customer has provided).
18. **Res:** Is that correct? Thank you, have a nice day.



**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 9: SAMPLE PROVIDER MISSED TRIP REPORT**

**Missed Trip Report for 06/25/2018**

<b>Date</b>	<b>Driver Name/ Driver #</b>	<b>Rider Name</b>	<b>Pick-Up Address</b>	<b>Scheduled Pick-up Time</b>	<b>Actual Pick-up time</b>	<b>Late HH:MM</b>	<b>Comment</b>
06/25/2018	Smith #9999	Doe, Jane	2123 W 119 <sup>th</sup> St Chicago, IL	5:05	6:29	1:24	Dispatcher error
06/25/2018	Jones #1111	Doe, John	1508 Canal St Chicago, IL	12:05	13:53	1:48	Bad routing
06/25/2018	Smith #4444	Garcia, Maria	303 W. Erie St Chicago, IL	13:47	14:53	1:06	Unexpected street closures delayed service

Note: Data is available for export in Excel format from Trapeze. Contractor shall use Excel format to report reason for the missed trip(s) in a Comment field.

**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 10: KEY STAFF MINIMUM QUALIFICATIONS**

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At all times, the Contractor shall provide a sufficient number of qualified and properly trained staff necessary to perform all Contractor responsibilities within the standards established by Pace. Proposals must show the numbers of staff for each function or title and the methodology used to determine the number of staff needed. Sufficient supervision at all levels shall be provided to ensure effective oversight of all staff.

Pace has no interest in the manner in which the Contractor oversees its employees except in matters that impact upon the delivery of Pace paratransit service to the public. Nor is Pace intent upon establishing any terms or conditions of employment as Pace is not the employer.

Proposers are free to deviate from the exact division of responsibilities given in this section; however, must justify and demonstrate the advantages to Pace of whatever staffing plan is proposed. Proposers must demonstrate how they will ensure that all Pace standards for this Contract are met; all required responsibilities are always staffed by personnel who are trained to proficiency; and all tasks are handled in a timely, reasonable, and efficient manner, both during peak as well as non-peak service times. Cross-training is encouraged.

The Contractor shall provide an experienced and high-quality workforce that is highly motivated and has an understanding of the region's transportation network and traffic flow. The Contractor shall employ best practices to minimize staff turnover, including hiring, training, supervision, compensation, work environment, and incentive and morale programs.

All personnel assigned to this Contract shall, at all times, present themselves and carry out their functions in a highly professional manner, befitting their role. The Contractor shall employ methods that will ensure a positive public perception of Pace and utilize best practices and guidelines for customer service.

In the event the Contractor makes use of any subcontractors, including companies and independent contractors, to fulfill the requirements of this Contract, the Contractor shall be responsible for compliance of subcontractor staff with the requirements of this Contract.

Key Personnel for this Contract shall include a General Manager/Project Manager, Operations Manager, Safety Manager, Maintenance Manager and other management level staff responsible for scheduling, dispatching, training, maintenance, quality assurance, and information systems. Key personnel must be named in the proposal and those named must be the people who will actually perform the duties. No substitution of Key Personnel will be allowed without the prior written approval of Pace. Contractor shall continue to meet qualifications for Key Personnel throughout the term of this contract.

**ALL RESUMES SHALL INCLUDE MONTH AND YEAR FOR BEGINNING AND ENDING WORK DATES FOR EACH POSITION HELD.**

All Key Personnel shall have:

- Excellent written and verbal communication skills
- Understanding of all applicable federal and state laws and regulations. It is critical that all Key Personnel and staff are knowledgeable and understand the requirements of the Americans with Disabilities Act of 1990 (ADA) DOT regulations pertaining to Paratransit service, as well as other federal and state laws and regulations cited throughout this Contract
- A good working knowledge of Microsoft Office, the functions and capabilities of Trapeze, all specialized software used in their respective area(s) of responsibility, and the telephone and mobile communications systems needed for operations
- Knowledge of the geography and street network of the City of Chicago service area and adjacent county service areas (particularly Suburban Cook County), including the locations and characteristics of major trip generators and transfer points

Additionally, the Key Management staff shall have the following qualifications:

**General Manager/Project Manager Qualifications**

- Minimum of five (5) years of relevant and recent experience managing paratransit operations or similar position. A similar position would be defined as having experience as a General Manager or Project Site Manager overseeing operations, safety and training, scheduling and dispatching or call center, human resources/labor relations, vehicle maintenance, vehicle inventory and rolling stock, regulatory requirements (e.g. FTA DOT ADA and Drug & Alcohol, DOJ Title VI. as well as State DOT regulations) and other transportation related areas.
- Demonstrated ability to recruit and develop staff
- Evidence of building solid relationships with supervisors, peers, and subordinates
- Demonstrated ability to build and continuously motivate highly effective teams
- Successful track record in managing budgets and/or profit & loss responsibility
- Ability to interface with Pace directors, elected officials, and all levels of hourly and salaried employees, including senior management
- Ability to obtain successful results without supervision

**Operations Managers Qualifications**

- Minimum of five (5) years of relevant and recent experience managing paratransit operations or similar position. A similar position would be defined as having experience as a manager overseeing day to day operations of demand response passenger transportation, including managing of staff and driver schedules to meet service demand; scheduling, routing and dispatch or call center functions, development and implementation of operation policies and procedures. In addition, knowledge of regulatory requirements to assure compliance with applicable Federal, State and local laws for operating demand response transportation services (e.g. FTA DOT ADA and Drug & Alcohol, DOJ Title VI. as well as State DOT regulations).
- Experience overseeing schedulers, dispatchers and drivers
- Excellent organization and planning skills

- Excellent customer service skills
- Ability to handle multiple tasks accurately and effectively
- Proficiency in Trapeze

**Safety Manager Qualifications**

- Minimum five (5) years of recent experience managing paratransit safety/training programs or similar position. A similar position would be defined as having experience as a manager overseeing safety and training programs for demand respond or fixed route passenger transportation including lift and or ramp use. In addition, knowledge of regulatory requirements to assure compliance with applicable Federal, State and local laws for operating demand response transportation services (e.g. FTA DOT ADA and Drug & Alcohol, DOJ Title VI. as well as State DOT regulations).
- Knowledge of safety programs, policies, and practices
- Ability to develop and implement a safety and training program
- Possess a Commercial Driver’s License (CDL) with Passenger Endorsement
- Driving experience in revenue services preferred.

**Maintenance Manager Qualifications**

- Minimum five (5) years of recent experience managing fixed route or paratransit fleet
- Ability and recent, relevant experience maintaining a fleet of 70 buses or more
- Ability and experience developing, implementing and maintaining a qualified maintenance program
- Experience with Eldorado or equivalent paratransit or fixed route buses
- Completed all ASE certifications (A1-A9, H8) or equivalent manufacturer training and certifications related to Pace vehicle operations

**Scheduler/Router Qualifications**

- Minimum three (3) years of experience scheduling within the paratransit or passenger transportation industry
- Computer Skills with Knowledge of Microsoft Office, Trapeze or industry related scheduling software
- Proficient in use of scheduling/routing tools available to manage trips (e.g., Schedule Editor, AVL tools, Trapeze –ViewPoint, Route Optimization)
- Excellent leadership, organizational, and communication skills

**Dispatcher Qualification**

- Minimum three (3) years of experience dispatching within the paratransit or passenger transportation industry
- Computer Skills with Knowledge of Microsoft Office, Trapeze or industry related dispatching software
- Proficient in use of dispatch tools available to manage trips (e.g., Trapeze – ViewPoint, Dispatch Manager and Schedule Editor)
- Excellent leadership, organizational, and communication skills

**CITY OF CHICAGO PARATRANSIT SERVICES**  
**ATTACHMENT 11: PACE FUEL DELIVERY PROCEDURES**

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**The Pace Fuel Delivery Procedures are to be provided post contract award and shall be part of the contract.**

**REQUEST FOR PROPOSAL NO. 419292**  
**TERMS AND CONDITIONS APPLICABLE TO PACE**  
**PARATRANSIT EQUIPMENT**

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1. **Pace Rights to Pace Equipment.** This Exhibit applies to all Pace Equipment provided by Pace to the Contractor at any time during the term of the agreement, including the list of Pace Equipment attached as Exhibit I Attachment 7. Pace reserves the absolute right, in its sole discretion, to (1) determine the number and type of Pace Vehicles provided to the Contractor, (2) substitute or replace any Pace Vehicles provided to the Contractor and (3) direct to Pace, or its designee, the return of any or all Pace Vehicles at any time. In the absence of fault by the Contractor or other good cause, Pace shall not take action that would prevent, or materially and adversely affect, the ability of the Contractor to provide bus service as provided for in this Contract.
2. **Pace Equipment Provided: Inventory and Documentation.** The Contractor agrees to comply with all Pace procedures for handling Pace Equipment as described in the Pace Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G) and in this Scope of Work (Exhibit I). The Contractor agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment which may periodically be in the Contractor's possession. The Contractor shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in, or leaving its possession, all as required by Pace. Copies of all such documentation with respect to Pace Vehicles shall be attached to and become part of the Pace vehicle permanent file.
3. **Equipment Inspection Upon Delivery or Return.** The Contractor and Pace shall jointly inspect all Pace Equipment prior to being provided to the Contractor and prior to when such Equipment is being returned to Pace. The Pace Equipment is to be fully maintained, serviced, and cleaned prior to each joint inspection. The Contractor and Pace shall each sign the inspection sheet which will include notes on any deficiencies found during the inspection including any damaged or malfunctioning components. The deficiencies noted on the inspection sheet shall be corrected by the receiving party with costs incurred in performing such corrective work being billed to the other party. In the event that any Equipment is returned to Pace in such poor condition that it cannot be safely used in revenue service or if the maintenance records reveal gross violations of maintenance requirements, then the Contractor shall be assessed liquidated damages of \$350.00 per day for each day the vehicle is out of service in addition to the actual costs to correct the deficiencies.
4. **No Consideration.** The Contractor shall not be required to pay any separate consideration for the use of Pace Equipment during the Contract Term.
5. **Contractor Acceptance of Pace Equipment.** The Contractor shall accept delivery of Pace Equipment at such times and places within the six-c o u n t y region as Pace shall designate, upon notice to Contractor that such Equipment is available for delivery. In the case of any unreasonable delay, neglect, refusal, or failure to accept any Pace Equipment at the time and place designated, all costs and expenses incurred by Pace arising from such delay, neglect,

refusal or failure shall be reimbursed by the Contractor immediately upon written demand by Pace.

6. **Pace Equipment Returns and Substitutions.** Any Pace Equipment that Pace designates to be returned or transferred shall, upon reasonable notice, be delivered by the Contractor at a time and place designated by Pace within the six-county region. Contractor shall also accept delivery of any substitute Pace Equipment at a time and place designated by Pace within the six-county region. All terms and conditions of this Exhibit shall apply to such substitute Pace Equipment.
7. **Surplus Pace Equipment.** Any Pace Vehicle not scheduled for use in providing or supporting the bus service, and not required as a spare as determined by Pace, for a period of ten days or more, shall be considered surplus Pace Equipment. Any other Pace Equipment not required, as determined by Pace, for providing bus service or other services pursuant to this Exhibit shall be considered surplus Pace Equipment. Pace may require the Contractor either to return such surplus Pace Equipment to Pace, to transfer it to Pace's designee, or to store it at such locations as Pace may direct. Contractor shall have ten working days after such surplus Pace Equipment is deemed so to return the equipment as directed. Contractor shall be assessed liquidated damages of \$150.00 per day for each day the vehicle(s) are not returned to Pace.
8. **Pace Right to Repossess Pace Equipment.** Upon failure by the Contractor to return or deliver any Pace Equipment as directed by Pace, or if the Contractor fails to use, repair or maintain any Pace Equipment as required by this Exhibit, the Contractor shall permit Pace, without demand, legal process, or breach of the peace, to enter any premises where the Pace Equipment is or may be located and to take possession of and remove the Pace Equipment. The Contractor shall not prosecute, or assist in the prosecution, of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. The Contractor shall reimburse Pace for any and all costs incurred by Pace in connection with actions taken by Pace pursuant to this Subsection.
9. **Pace Equipment Inspection.** Pace shall have the right to inspect any and all Pace Equipment or cause any or all Pace Equipment to be inspected, at any time, with or without prior notice to the Contractor. Pace shall also have the right to demand, from time to time, a written statement from the Contractor setting forth the condition of the Pace Equipment, or any part of it. The Contractor shall furnish such a statement to Pace within ten days after receipt of Pace's demand therefor. Should Pace or its designee determine, in their sole discretion, that any Pace Equipment has not been maintained in accordance with this Contract, Pace or its designee shall report all deficiencies to the Contractor in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicles in service, the Contractor shall have 30 days to correct the reported deficiencies. If Contractor has failed to repair the reported defects within the 30-day period, the Contractor will be required to deliver and pick up the vehicle from a Pace facility or a facility designated by Pace where these repairs will be completed.

Pace shall have the option of deducting amounts from future payments for Pace maintenance and or repair services provided to the Contractor during the operation of this Contract. These may include, but are not limited to bus parts, bus repairs and outstanding insurance deductibles.

Pace shall supply the Contractor with supporting documentation of these charges in the month the charges are deducted from the Contractor's payment.

10. **Return of Pace Equipment and Related Records Upon Termination.** Immediately following termination of this Contract, whether by completion of the Contract Term or for any reason, The Contractor shall surrender and deliver to Pace all Pace Equipment and related records subject to the provisions in Paragraph 3.
11. **Title to Pace Equipment Licensing and Registration.** The Contractor acknowledges and agrees that Pace owns all Pace Equipment. All Pace Vehicles shall be licensed and registered by Pace, in Pace's name and at Pace's expense. Nothing contained herein shall affect Pace's absolute ownership of and title to, the Pace Equipment, such ownership and title being hereby expressly reserved to and retained by Pace. The Contractor shall not obtain, acquire, or otherwise be construed to own any property or other interest in the Pace Equipment, except the right to use it for the purposes and under the conditions stated in this Contract during the Contract Term. The Contractor further agrees that it will not, in any manner, allow or permit the Pace Equipment or any part of it to be pledged, seized, or held for any tax, debt, lien or other obligation. Should the Pace Equipment or any part of it become subject to or encumbered by, any tax, debt, lien or other obligation during the Contract Term, or before the actual delivery of the Pace Equipment to Pace after the Contract Term, the Contractor shall, subject to its right to in good faith protest any such tax, debt, lien or other obligation, promptly pay or discharge such tax, debt, lien or other obligation and relieve such Pace Equipment from the encumbrance thereof.
12. **Warranty.** NEITHER PACE NOR THE CONTRACTOR IS THE MANUFACTURER OF THE PACE EQUIPMENT, NOR THE MANUFACTURERS' AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE PACE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NON-INFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE. Provided Pace, or the manufacturer, has supplied required warranty documents to the Contractor, the Contractor shall take all actions authorized by this Contract to preserve any and all manufacturer's warranties regarding the Pace Equipment. This Contract shall not operate to release or waive any rights of Pace or the Contractor against any person not a party hereto, including the manufacturer of the Pace Equipment. Provided that Pace or the manufacturer has supplied required warranty documents to the Contractor, the Contractor shall take all actions it is authorized to take under this Contract to preserve any and all manufacturers' warranties regarding the Pace Equipment. This Contract shall not operate to release or waive any rights of Pace or the Contractor against any person not a party hereto, including the manufacturer of the Pace Equipment.



13. **Maintenance Requirements.** The Contractor shall at all times maintain all Pace Equipment in good mechanical condition and in conformity with all applicable safety practices, laws and regulations. In addition, the Contractor shall, at all times, maintain all Pace Equipment in accordance with the terms and provisions of this Contract, shall comply with all maintenance policies, practices, procedures, conditions and requirements as described in the Pace Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G), and shall comply with all manufacturers' maintenance schedules and warranty requirements. The Contractor shall keep both the exterior and interior of all Pace Vehicles neat, clean and in first class condition at all times. The Contractor shall assure all Pace Vehicles are at all times maintained in accordance with the requirements of the Illinois Department of Transportation. The Contractor shall assure all Pace Vehicles at all times have valid Illinois Department of Transportation stickers affixed to them. All maintenance and repair costs should be entirely paid for by the Contractor, except as provided for by paragraph 15.
  
14. **Maintenance Records.** The Contractor shall prepare and maintain accurate records relating to all maintenance work performed by or for the Contractor on all Pace Equipment, and in that regard, shall comply with the provisions of this Contract and with all applicable Pace policies, practices, procedures, conditions and requirements as set forth in the Pace Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G) and in the Scope of Work (Exhibit I). The Contractor shall maintain a separate maintenance file for each Pace Vehicle containing all maintenance records pertaining thereto. The Contractor shall also complete, maintain and transmit to Pace all maintenance forms required in Pace's preventative maintenance program, and any other records requested by Pace including, without limitation, Vehicle maintenance records, fuel consumption records as more particularly set forth in the Pace Paratransit Manual for Private Providers Contracting Directly with Pace (Exhibit G). The Contractor shall comply with all applicable requirements of any lease agreements through which tires are provided for the Pace Equipment and fuel consumption records.
  
15. **Pace Compensation for Major Repairs Not Related To Accidents.** Major repairs are repairs not resulting from accidents to engine, transmission, air conditioning or other major repair systems (not including brake systems, suspension systems, electrical systems, seating systems, windshield wiper and washer systems, body damage, door systems, and other wearing items and systems) where actual cost of components exceed \$1,000, according to the coach manufacturer's current parts price list. Pace will compensate the Contractor for certain components used for major repairs which are not the result of accidents as long as capital grant funds are available to cover the cost. The Contractor shall be responsible for major repairs as required in the *Pace Paratransit Manual for Private Providers Contracting Directly with Pace* (Exhibit G). Major repairs shall be performed by the Contractor upon receiving prior written approval by Pace Paratransit. Pace may provide parts for repairs that exceed \$1,000.00, and the Contractor shall be responsible for installation of these parts in a professional manner. In certain cases, when the cost of a new part exceeds \$1,000.00 but a satisfactory rebuilt part may be obtained for less than \$1,000.00, Pace may authorize purchase of

a rebuilt part at Pace's expense. The Contractor shall be responsible for all installation costs.

16. **Damage Caused By Accidents.** The Contractor is solely responsible for all loss or damage to the Pace Equipment which is accident related which includes, but is not limited to, vehicular collision or overturn, fire, lightning, explosion, theft, windstorm, hail, earthquake, flood, mischief, and vandalism. If the equipment is damaged to the extent that it is rendered a constructive total loss and cannot be repaired, it is the Contractor's responsibility to **replace** it with equipment based on Replacement Cost defined as new with like kind and quality and zero (\$0) in accumulated depreciation or **reimburse** Pace the Replacement Cost value of the equipment defined as new with like kind and quality and zero in accumulated depreciation. The replacement equipment must meet Pace's approval and comply with the Illinois Department of Transportation Safety Regulation for public transit equipment as well as comply with all Federal Motor Carrier Safety Regulations. All repairs or replacement/reimbursement of equipment by the Contractor required herein shall be made as soon after the accident as possible and in no event shall such repairs or replacement take longer than 4 weeks unless otherwise approved in writing by Pace's Bus Operations Department. As provided in the insurance section of the base Contract, the Contractor is required to have insurance in effect for the actual cash value of the Pace-owned equipment but will still be required to replace or reimburse Pace based upon Replacement Cost as defined within this paragraph. The Contractor is responsible for all loss of or damage to the Pace Equipment whether or not insurance coverage applies.
17. **Damage or Stolen Pace Equipment Excluding Vehicles.** The Contractor is solely responsible for all loss or damage to the Pace Equipment. It is the Contractor's responsibility to replace it with similar equipment of like kind and quality or reimburse Pace the actual replacement value of the equipment based on like kind and quality. As provided in the insurance section of the base Contract, the Contractor is required to have insurance in effect for the actual cash value of the Pace-owned equipment. The Contractor is responsible for all loss of or damage to the Pace Equipment whether or not insurance coverage applies.
18. **Pace Vehicle Identification.** The Contractor shall maintain, and not change or obstruct in any way, all identification markings and decals on all Pace Vehicles as supplied and affixed by Pace. Unless otherwise approved in writing by Pace, the Contractor shall not affix to, or display on, any Pace Vehicle any identification markings or decals other than those supplied and affixed by Pace.
19. **Advertising.** Contractor shall allow Pace or its Contractor access to the Contractor's premises where the Pace Vehicles are stored in order to install and maintain advertising frames and advertising posters on Pace Vehicles. Contractor shall not remove, damage, change or take any other action to affect the advertising on Pace Vehicles. Unless otherwise approved by Pace, Contractor shall not install or display any advertising on Pace Vehicles.

20. **Storage of Pace Equipment.** The Contractor shall store all Pace Equipment at suitable locations, where such Equipment is protected from vandalism and theft. The Contractor must receive Pace approval of the storage facility for Pace Equipment. Indoor storage shall have adequate fire protection, which complies with all applicable federal, state and local laws and regulations, and shall have the approval of the Fire Underwriters' Laboratory. The Contractor is responsible for all Pace-issued Equipment, including fareboxes, which may be lost, damaged, or stolen. Any planned change in location of storage or repair facilities after approval of the Contract must be approved in writing by the Pace Paratransit Department.
  
21. **Fareboxes.** Except as expressly approved in writing by Pace, the Contractor shall utilize only fareboxes and related equipment provided by Pace. The Contractor shall install and maintain such fareboxes in good condition.

**REQUEST FOR PROPOSAL NO. 419292  
CHICAGO ADA DEDICATED PARATRANSIT SERVICES  
FREQUENTLY ASKED QUESTIONS**

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This exhibit provides a list of questions that are frequently asked on Pace paratransit service Requests for Proposals along with their answers. The Attachments to *Exhibit I, Scope of Work* referenced in the answers below contain the most current data available at this time.

Question 1: We request that the Contractor be provided sufficient lead time to transition services from the current contractor.

**Pace Response: Pace anticipates awarding this contract in late October which will provide close to five months for transition before the April 1, 2020 start date.**

Question 2: Can Pace provide the current union contract, the current seniority list for drivers, and their current rate of pay?

**Pace Response: Pace does not have access to this information.**

Question 3: Can Pace provide the revenue hours for the current contract?

**Pace Response: See Attachment # 2 to *Exhibit I, Scope of Work***

Question 4: Do the office staff or union members receive medical benefits, sick days, and holidays? What is the office staff / union members' contribution percentage on their medical plan? What is the health care plan and 401K participation by position?

**Pace Response: Pace does not have access to this information.**

Question 5: Please verify that there is no Disadvantaged Business Enterprise goal established for this contract.

**Pace Response: Confirmed. The Disadvantaged Business Enterprise goal for this contract is 0%.**

Question 6: Can Pace provide the current call volume per day for reservationists, dispatchers and schedulers?

**Pace Response: Pace does not have call volume information for dispatchers and schedulers All reservations will be handled by the Regional Mobility Management Call Center (RMMCC). Pace does not have information on call volume for dispatchers and schedulers for Will County because the majority of dispatching and scheduling calls are handled by the RMMCC.**

Question 7: The estimated annual Hours for Year 1 are set at 1,826,459. Please confirm the volume of hours on which proposers should base their proposals for each component. Please describe plans, if any, for any changes to the volume of hours in the next 12 months.

**Pace Response: Proposers shall base their proposals on all information given in the RFP including all attachments. The annual hours are based on anticipated growth of all of the components listed in this RFP. Pace does not anticipate any changes in revenue hours at this time.**

Question 8: Please provide the current performance achieved in each of the services as it relates to the listed performance standards in the RFP.

**Pace Response: See *Exhibit I, attachment 2***

- Question 9: Can Pace provide the Revenue miles vs. the Service miles for the current contract?  
**Pace Response:** See *Exhibit I*, attachment 2
- Question 10: Can Pace provide the Dead Head miles for or the current contract?  
**Pace Response:** **Pace does not have access to this information.**
- Question 11: At various times, federal, state and local governments consider laws, rules and regulations which require an increase to wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will Pace respond for an application for increased compensation?  
**Pace Response:** **All costs should be accounted for in the bidder's pricing proposal.**
- Question 12: Please confirm that the Contractor will be responsible for dispatching and scheduling functions  
**Pace Response:** **All reservations will be handled by the Regional Mobility Management Call Center (RMMCC).**
- Question 13: Can Pace provide the locality of the current union in place?  
**Pace Response:** **Pace does not have access to this information.**
- Question 14: Please confirm that all bidders will be required to provide uninsured motorist insurance.  
**Pace Response:** ***Exhibit F, Insurance Requirements*, does not include a requirement for uninsured motorist insurance.**
- Question 15: How many hours are required for driver, scheduler or reservationist training?  
**Pace Response:** **Proposers shall outline training hours in the training documentation in their proposals.**
- Question 16: Please verify if there is a bid bond due at the time of the bid submission.  
**Pace Response:** **A bid bond is not required for this RFP.**
- Question 17: Given the region-wide difficulty in recruiting CDL drivers, will Pace consider establishing a minimum starting wage to insure qualified drivers can be effectively hired and retained in this challenging labor market?  
**Pace Response:** **Driver wages are determined by the Contractor.**
- Question 18: We understand that proposers are required to submit the full original contract document with all exhibits in RFP responses. Please confirm that it is permissible to send one completed, signed, full copy of the contract and all exhibits, and that it is not necessary to submit the full document with all 8 copies as well?  
**Pace Response:** **Yes, proposers may submit one (1) copy of all signed and completed contract documents. The contract documents are not required to be included in the eight (8) copies of the technical proposal.**
- Question 19: Can you provide the daily and annual revenue hours?  
**Pace Response:** **Daily revenue hours are not available, see Attachment# 2 to *Exhibit I, Scope of Work* for annual revenue hours.**
- Question 20: If the Contractor is not performing the Call Center functions, are they still required to provide an 800 number for inquiries; Hearing & Speech Impaired accessibility services; and Voice Logging/Call Recording System requirements listed in this section?

- Pace Response:** Yes, the Contractor still needs a voice logging and Call Recording system.
- Question 21:  
**Pace Response:** Does Pace provide vehicles for this contract?  
**The Contractor shall be responsible for providing all vehicles. See Exhibit I, Scope of Work for vehicle requirements**
- Question 22:  
**Pace Response:** Please provide a copy of the current contracts.  
**A copy of the current contracts can be obtained by filing a Freedom of Information Act (FOIA) request. Please go to [www.pacebus.com](http://www.pacebus.com), About Pace, Freedom of Information, to file a Freedom of Information Act (FOIA) request.**
- Question 23:  
**Pace Response:** Please confirm who is responsible for trip reservations and scheduling. If trip reservations and scheduling are shared between PACE and the Contractor, please confirm the amount required by each.  
**The RMMCC is responsible for trip reservations and initial assignment of trips to runs; the Contractor is responsible for final trip scheduling.**
- Question 24:  
**Pace Response:** Please provide a current list of all employees with hire dates, rate of pay and detailed benefits information.  
**Pace does not have access to this information.**
- Question 25:  
**Pace Response:** Will the Contractor or the RMMCC process trip requests and inquiries (i.e. “Where’s My Ride” calls)?  
**The RMMCC will handle trip requests and inquiries.**
- Question 26:  
**Pace Response:** What is the turnover rate for drivers over the last 12 months, for the current provider?  
**Pace does not track this information. This is the responsibility of the Contractor**
- Question 27:  
**Pace Response:** Will the cost forms be made available in Excel?  
**Yes. To receive an Excel copy of Exhibit A, Price Proposal please send an e-mail request to [opal.walls@pacebus.com](mailto:opal.walls@pacebus.com).**
- Question 28:  
**Pace Response:** Does Pace provide fuel for this contract?  
**No**
- Question 29:  
**Pace Response:** Exhibit B, Page 2: RFP States that 1 CD of the original Technical and 1 CD of Original Price must be submitted with the response. Would Pace accept USB thumb drives instead of CD’s?  
**Yes.**
- Question 30:  
**Pace Response:** Please provide a current list of all employees with hire dates, rate of pay and detailed benefits information.  
**This information is proprietary to the current Contractor.**
- Question 31:  
**Pace Response:** What is the hourly pay for the current Pace Chicago Paratransit Contractor FTE employees base?  
**This information is proprietary to the current Contractor.**
- Question 32:  
**Pace Response:** Is the current workforce represented by a labor union?  
**This information is proprietary to the current Contractor.**
- Question 33:  
**Pace Response:** If yes, can bidders obtain a copy of the current Collective Bargaining Agreement (CBA)?  
**This information is proprietary to the current Contractor.**

**Exhibit L**

**TECHNICAL PROPOSAL**



December 6, 2019

Ms. Jane Swider, Senior Contract Buyer  
Pace Suburban Bus  
550 West Algonquin Rd  
Arlington Heights, IL 60005

Dear Ms. Swider:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates, (or "MV") greatly appreciate the opportunity to submit its proposal in response to Pace Request for Proposal Number 419292 for City of Chicago Dedicated ADA Paratransit Services.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. MV's proposal honors all of its Collective Bargaining Agreements and knows the true operating costs in this market. The company is confident that its proposed operating approach offers the best value for Pace. Updates to organizational charts, staffing, revenue vehicles, and facility details have been made to this proposal response, and other details can be found in our previous responses to Pace.

As required, MV's proposed operating plan is contained herein. This plan is built on our promise to our customers, our passengers, and our employees:

*We will always place the safety and security of our passengers, our employees, and our communities above all else. We will work collaboratively within our workplace, our business partnerships, and our community to improve the quality of life. We will strive to pursue new ideas that will bring value to our customers.*

I am your primary contact for this procurement, and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

You can reach me at 630.534.4879 (phone) or matthew.veach@mvtransit.com (email). Additionally, Mr. Scott Sosnowski (Chief Sales Officer) will serve as your secondary contact; you can contact Scott at 810.599.9189 (phone) or scott.sosnowski@mvtransit.com (email). Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the City of Chicago Dedicated ADA Paratransit Services. We look forward to working with you throughout this procurement.



Sincerely,  
Matthew Veach



Senior Vice President, Business Development

# Chicago ADA Dedicated Paratransit Services

Pace, the Suburban Bus Division  
of the Regional Transportation Authority  
RFP No. 419292



**Submitted To:**    **Submitted By:**

**Pace, the Suburban Bus Division of the Regional  
Transportation Authority**

Ms. Jane Swider, Senior Contract Buyer

550 West Algonquin Rd

Arlington Heights, IL 60005

E: jane.swider@pacebus.com

P: 847.228.3594

**MV Transportation, Inc.**

2711 N Haskell Ave

Suite 1500, LB-2

Dallas, TX 75204

p: 972.391.4600

www.mvtransit.com

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*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*

## Confidentiality Statement

*As a privately held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for Pace and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.*

*For ease of Pace's review, MV has:*

- Indicated those sections of our proposal narrative considered either confidential or a trade secret using footnotes;*
- Confidential attachments included in this proposal response are marked "confidential" in the margins of each document;*
- MV considers its pricing information confidential and has therefore indicated so in the margin of each price page; and,*
- Enclosed a single copy of its Audited Financial Statements separately, in a sealed envelope along with the original proposal.*



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## Executive Summary

Pace, the Suburban Bus Division of the Regional Transportation Authority (RTA) in Chicago, IL, is the second-largest paratransit transit system in the United States, providing Americans with Disabilities Act (ADA) paratransit, vanpool, and other comparable transportations services for Cook, Kane, DuPage, McHenry, Lake, and Will counties. Today, following the designation by the Illinois legislature, Pace assumes responsibility for ADA paratransit in the City of Chicago (also referred to herein as “the City”) and establishes itself as a leader in providing efficient, quality service to people with disabilities.



To fulfill the needs of its customers throughout the region, Pace contracts with passenger transportation providers and taxi companies. Pace uses a centralized approach to manage reservations, scheduling, and day-of-service processes through the Regional Mobility Management Call Center (RMMCC) for the City. The information is then conveyed to contractors for scheduling and dispatch.

Pace’s Request for Proposal Number 419292 seeks proposals for the procurement of ADA Dedicated Paratransit Services for the City of Chicago, Illinois. The contractor will provide paratransit services comprising, but not limited to, scheduling and dispatching of vehicles and operators, vehicle operations, service delivery, window dispatching, and vehicle maintenance pursuant to Pace’s policies and procedures.

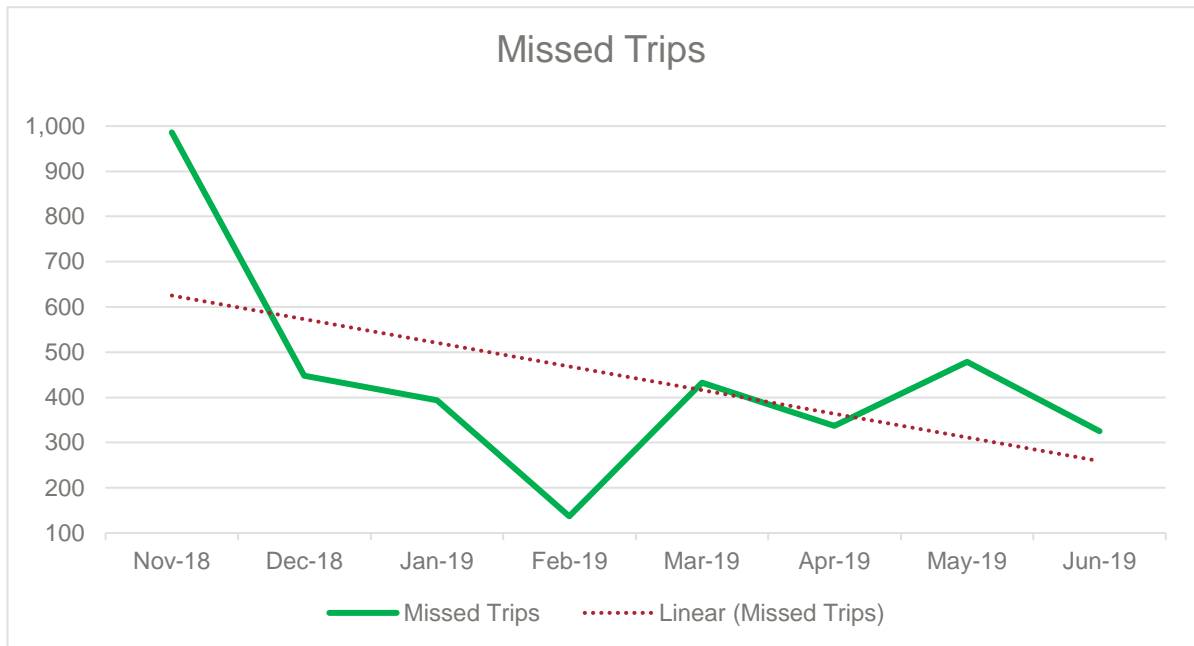
## Our Collective Success

Pace began its partnership with MV in 2000 providing management and operations of the West Cook, Leyden, Elk Grove, and Skokie Star program. The successful partnership in operating these services led to their consolidation to a single paratransit contract. In the years following, MV assumed responsibility for Pace’s paratransit services in North Cook and South Cook County, Kane County, DuPage County, and two fixed-route contracts in the southwestern suburbs. MV currently operates one of the four contracts, excluding taxis, for Pace’s City of Chicago ADA Dedicated Paratransit Service, which extends throughout Cook County, including areas of the north suburban side. MV’s presence in the Chicago area and our relationship with Pace demonstrate the company’s understanding of the community, the passengers’ needs, and Pace-specific operating policies and procedures.

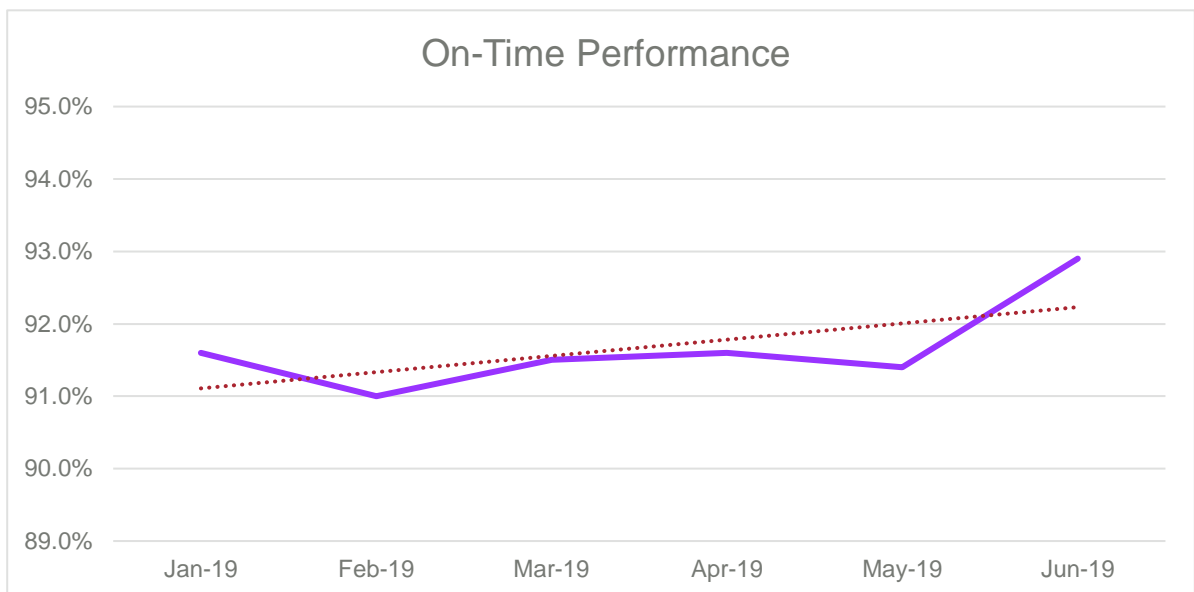


MV's current management team continues to progress in the areas of missed trips and on-time performance as captured in the graphs below.

- Missed trips: Our Pace City of Chicago team continues to make strides in decreasing the number of missed trips. The graph below reflects this trend for the past eight months.



- On-time performance: MV continues to work toward meeting Pace's standards in on-time performance, as shown in the graph below. MV has consistently exceeded 91 percent OTP in 2019.



MV consistently outpaces Pace's other paratransit providers for the City of Chicago services ranking either first or second in the areas of productivity and on-time





performance as illustrated in the Pace provided tables below (2018 performance statistics)

Productivity	Total 2018	On-Time Performance	Total 2018
CDT	1.37	CDT	85%
SCR	1.46	SCR	90%
First Transit	1.28	First Transit	92%
<b>MV</b>	<b>1.48</b>	<b>MV</b>	<b>91%</b>

## Experienced Local Team

Pace paratransit services are managed by Pace-approved, experienced supervisors who are qualified, knowledgeable, and accountable to these services, Pace, and MV. The company’s proposed management team is committed to the Pace City of Chicago Paratransit operations through the next contract term. A highlight of each manager is provided with a detailed biographical profile included in the proposal

MV’s management team for the City of Chicago is comprised of professionals with years of transportation experience who demonstrate their expertise in the improvement of missed trips, on-time performance, and productivity. This team works to improve outcomes for passengers and the efficiencies within Pace’s contractual requirements.

Mr. Jesus Valenzuela is the proposed general manager for the Pace City of Chicago ADA Dedicated Paratransit Services. His career includes working in multiple positions, from operator to general manager, giving Jesus a thorough understanding of what exceptional service to passengers with special needs requires and what each employee experiences.

Mr. John (JW) McGuire, MV’s maintenance manager, oversees the Pace fleet and facility maintenance and brings over 30 years of transportation experience. He reports directly to Jesus with accountability to both Pace and MV’s corporate maintenance team. JW is responsible for the maintenance of 136 vehicles, including parts, repairs, and cleanliness.

The safety and training manager for Pace is Mr. Ovidio (Ovi) Montes; Ovi brings 25 years of safety and operational experience to the position. His responsibilities include ensuring compliance with all regulatory, MV, and client requirements, including maintaining the Department of Transportation (DOT) and OSHA-regulated files.

The Pace City of Chicago site will require two operations managers. Ms. Simone Martin is one of our proposed operations managers in the new term. Simone brings Pace and Trapeze experience to this operation from the South Cook County facility, where she has been serving as operations manager. Simone has experience managing operations supporting over 150 employees, 1500 daily trips, and 90 routes. Simone will work closely alongside Jesus to continue to increase trip efficiency and passenger comfort.



MV will supply a second operations manager, approved by Pace, by the start of the contract term.

The company’s management and operations plan reflect our collective achievements and MV’s renewed approach of enhancing current applications, the expanded operating facility, our unwavering commitment to providing high-quality customer service, and the value in retaining MV as your contractor.

In support of the local team, MV’s regional and corporate management are committed to the long-standing relationship with Pace and the passengers of the Chicago area. MV’s Regional Vice President Ms. Lisa Kelliher will perform business reviews in collaboration with Jesus Valenzuela. This process consists of periodic service analysis throughout the contract term resulting in proactive management of system trends in support of service stability, transparency, and data reporting.

Lisa leads our regional team of experts in their field of work comprising Director of Safety Chris Leighty, Director of Maintenance Dan Soulvie, Director of Finance Mark John, Director of Labor Patrick Domholdt, and Director of Human Resources Kelley Roberson. This leadership team provides guidance to our local General Manager Jesus Valenzuela and makes in-person periodic facility visits to ensure operations functions are reviewed and concerns addressed. The table below reflects the team’s tenure in their respective field of work.

Regional Team Member	Industry Tenure	Area of Support
Lisa Kelliher, Vice President of Operations	25 years	Overall executive management, Pace policies and procedures adherence, and mentorship
Chris Leighty, Director of Safety	29 years	Safety and training oversight, compliance with all state, local, and federal safety regulations
Dan Soulvie, Director of Maintenance	20 years	Fleet and maintenance oversight, audits, equipment purchase, and compliance with all state, local, federal laws and regulations
Mark John, Director of Finance	10 years	Reporting, accounting, general ledger, budget adherence, and financial reviews
Patrick Domholdt, Director of Labor	10 years	Working with unionized workforce, negotiations of labor agreements, labor codes, and regulations
Kelley Roberson, Director of Human Resources	20 years	Human resources management in compliance with state and federal laws

## Moving Forward with MV

### Facility Expansion

MV will continue to use our primary facility location at 4400 W 45<sup>th</sup> Street. However, we have expanded this facility to include additional adjacent parking, a fueling island, and



building space. The expanded 45<sup>th</sup> Street facility will allow MV to extend its current service contract to accommodate over 600 vehicles while limiting transition and start-up challenges.

## Retention Initiatives

MV has an aggressive approach to recruiting and retention for our City of Chicago location; the company’s retention program includes a competitive base salary, attendance bonus, safety bonus, and quarterly employee-appreciation raffle prize giveaways. The retention bonuses are concurrent with our safety-centric incentive programs.

The company also sponsors a national awards program, entitled the Katherine McClary Operator Award. The national award is presented to a vehicle operator who exemplifies the highest commitment to safety practices and behavior. Three of MV’s Pace City of Chicago operators were recognized and recipients of this award in the last six years.

MV encourages our maintenance team to invest in their trade by rewarding a \$1,000 bonus for earning an ASE Master certificate. Maintenance personnel are also eligible to receive an additional \$500 annually for additional ASE certifications.

Additionally, we have a corporate management operating mechanism for any location that needs immediate operator resources. The assistance is provided by the executive vice president of human resources and their staff. The meetings are held three times a week and focus on ensuring 100 percent driver staffing and retention of our existing driver team.

MV has implemented a new buddy program – offering an additional layer of support to our new operators by a senior operator. The buddy program eases the new operator into their role and allows them to bounce ideas, situations, best practices, and feedback from a senior operator – promoting camaraderie and teamwork at our City of Chicago location.

## Best Practices and Trapeze Management

Pace requires a provider with immediate knowledge of the Trapeze system, add-on products, and reporting features and functionalities. MV continues to offer Pace a record of success in productivity improvement, scheduling optimization, customer support, and service reliability through its expert team of Trapeze support personnel.

Marsha Moore, the original developer of the PASS product and former Trapeze CTO, serves as MV’s senior vice president of operations and is dedicated to supporting our Trapeze sites. Marsha spearheaded a “Tiger Team” to optimize the use of Trapeze and its expanded product line. In addition to Marsha’s expertise, MV makes available a dedicated team of Trapeze experts through the term of the new contract.

During the current term, Ms. Moore and her team worked with Pace to perform system analyses to uncover areas where efficiencies could be increased. The results of this analysis are provided below, as well as MV's recommendations.

- **Center Reorganization:** The analysis was conducted throughout the areas surrounding the centers or within large trip generators to create efficiencies to benefit all Chicago providers. MV worked with Pace to redistribute the center trips allowing for increased effectiveness in the system.

MV recommended procedures, including assigning each center to a provider and all subscription passengers that go to that center would be allocated to that provider; reduction in the number of buses going to the center; or bringing in the Agency Screen for the big centers so they can view when buses are going to arrive to aid in load / unload time.

MV's proposal submission includes a vehicle plan to accommodate large group trips, which in turn improve efficiencies and the customer experience.

- **AVL Agent:** MV helped provide documentation and successful use cases throughout MV's locations to demonstrate the effectiveness of this redesign – offering increased real-time trip status, resulting in proactive scheduling.
- **Trip Negotiations:** The systemwide trip negotiations analysis in the Chicago area revealed that a significant number (90 percent) of trips were not negotiated during trip booking. As a result, Pace increased the negotiated rate to those providers.
- **Transfers:** To provide better service for passengers for all transfers between any of the providers in the system, Marsha Moore and her team performed an analysis of dwell times, transfer timings between arrival at the transfer point of each bus involved in the transfer, and the total travel time representing the complete passenger experience. Our team proposed seven recommendations to streamline the process, maintain high-quality service for the passengers, and increase efficiencies for each provider. Since that time, several of these recommendations have been implemented by Pace, which has led to systemwide optimization and significant cost savings to Pace.
- **Reporting:** MV will continue providing reporting queries and tools that interface with the Pace-owned ViewPoint system.

MV offers Pace effective passenger-minded safety and security elements for its paratransit system. The DriveCam units will remain in each vehicle; this event-triggered camera system saves recordings of any incident that causes g-force movement (fast turns, collisions, hard breaks, or manually triggered events). The recordings are reviewed, rated, and delivered to MV's management team – who administers discipline,



coaching and/or retraining based on these findings. Across the location, events are classified in order to detect trends; these trends drive mass refresher training across the location. DriveCam also assists in clearly identifying causal events for insurance purposes.

The company continues to rely on the onboard DriveCam camera system as one of the many safeguards; however, in support of our continued commitment to security and safety, MV has selected the 24/7 camera system. The 24/7 system meets Pace’s requirements for a continuous recording camera system.

MV uses a secondary alert system as well. Mobileye is an auditory collision avoidance system that offers a unique solution to incident prevention. This system detects impending collisions with other vehicles, objects, bicyclists, and pedestrians. Using a windshield-mounted camera, this system alerts operators of an impending collision – allowing time to recover and prevent the incident.

## The Future of MV and Pace

MV’s team is committed to our existing partnership with Pace, and our offer for the new term considers strengthening those areas of our operation that will directly impact the success of MV’s City of Chicago operation and continued focus on delivering safe, customer-focused service delivery. Corporate governance and relationship management is the foundation of our plan – and constant communication, collaboration, and partnership will drive performance improvements, innovation management, and decision-making. Our senior management team looks beyond tactical thinking of daily operations to create long-term, sustainable plans that drive consistently high operational performance. We are proud and pleased to be part of this service and look forward to our future with Pace in Chicago.



## III. Prior Experience

### A. Firm

#### Our History

MV was founded in San Francisco by Feysan and Alex Lodde in 1975. Our founders' mission was simple: to provide freedom of mobility to those individuals who did not have access to transit, due to their disability or age. Not only were paratransit services non-existent, but many apartment buildings did not have elevators – facts that illustrate the criticality of the Loddes' work. To serve her passengers, Feysan would carry passengers up and down flights of stairs.

This history still defines who we are as a company: compassionate, forward-thinking, and staunchly committed to delivering critical services to our communities.

Today, MV operates in more than 170 locations within 25 states in the U.S. and two provinces in Canada. We work with public entities like cities, counties, and transit agencies, as well as school districts, universities, and private companies. While our portfolio of customers is diverse, our job remains focused on the efficient and safe mobility of people.

From fixed route to paratransit, on-demand, shuttle, and black car, our team plays a significant role in mobility today. MV offers Pace a progressive partnership that has the experience to accomplish your goals with inventive approaches and utmost flexibility.

#### Company Experience

MV provides passenger transportation services, including commuter service, fixed route, flex route, and demand response transportation. Within our operations, we offer turnkey services including but not limited to fleet and facility maintenance, transit management technologies, labor management, and service model design.

Our approach to our business is simple – we unite industry best practices with state-of-the-art operating concepts to deliver unique solutions to our customers.

- **Paratransit and Demand Service:** MV provides more demand response service than any other company; this work is the foundation of our business, and we have remained the market leader. Our experience ranges from small, local general-public dial-a-rides to extremely complex, high volume, metropolitan ADA services. From Los Angeles to New York City, our paratransit footprint is unsurpassed.



- **Fixed Route, Commuter, and Shuttle:** Fixed route, commuter services, and employee shuttles all comprise our fixed-route experience. MV is the provider of choice of large, high profile agencies and private customers alike. We work with our clients to deliver passenger facing technologies, best practices in transit management, and solutions in high volume passenger systems.
- **Flex Route and On-Demand Shuttle:** Our team has delivered route deviations, zone-based flex routes, and on-demand shuttles for decades. From workforce transportation to rural deviated fixed route systems, our operations flex to solve the specific needs of the communities we serve.
- **Transit Management:** MV offers management services to customers seeking expert executives to carry out their missions and objectives while reaping the benefits of the company’s support structure. Under these contract models, we employ executive directors, general managers, and maintenance executives who direct the transit system, oversee routing and scheduling, identify funding streams, set policy, and manage employees.
- **Non-Emergency Medical Transportation:** We provide non-emergency Medicaid transportation services in several counties in the State of Florida, operating as the Community Transportation Coordinator in several counties. We also operate non-emergency medical transportation programs through other funding sources, including several services within the California regional center program.
- **Call Center / Control Center Services:** Within our paratransit operations, MV operates standalone and integrated call center services, and our experience includes the management and operation of the most complex systems in the nation. Our work in this area includes the integration of new mobility options, non-dedicated service providers, and cutting-edge technologies.
- **Fleet Maintenance:** The company’s maintenance program is developed based on industry best practices and in conjunction with MV’s skilled maintenance professionals. The company’s fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in areas of severe and unpredictable weather events (including Chicago, Las Vegas, Anchorage, Denver, and Orlando) and within challenging operating environments (New York City’s Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.
- **Technology Management and Design:** As a leader in transit technology, our team offers service optimization through technology-driven analytics. We offer expert guidance and best practices in call center systems, planning tools, reporting solutions, AVL/GPS technologies, and on-board devices.



As the only American-owned transportation of its size and scope, MV offers its customers the best value in transportation management and operations. Delivering innovative transportation solutions and in partnership with Pace, MV provides freedom of movement, safety, and a positive customer experience to the communities it serves.

MV experience operating under a centralized call center service design to include the following contracts:

- Regional Transportation District (RTD) in Denver, CO
- Southeastern Pennsylvania Transportation Authority (SEPTA) in Philadelphia, PA
- Lynx in Orlando, FL
- Via Metropolitan Transit in San Antonio, TX
- Access-a-Ride, New York City Transit in New York, NY

Additionally, MV operates call centers in a large majority of its Paratransit contracts both centralized and internal and has a complete understanding of the importance of continuous communication and partnership with the call center to ensure customers are well cared for, and contractors are successful – some examples include:

- Washington Metropolitan Area Transit Authority (WMATA) in Washington D.C.
- Orange County Transportation Authority (OCTA) in Orange County, CA
- Dallas Area Rapid Transit (DART) in Dallas, TX
- Jacksonville Transportation Authority (JTA) Jacksonville, FL
- Pace in North Cook and South Cook Counties, IL



## Company Statistics

Number of Employees:	19,299
Number of Vehicles:	10,952
2018 Revenue (Audited):	\$1.3B
Number of Contracts:	237
Number of Locations:	170
U.S. States and Washington, D.C.	25
Canadian Provinces	2
Years' Operating Passenger Transportation Services	44



# 1. Non-Pace Services

**List non-Pace service operated by firm and/or proposed major subcontractor (i.e., ADA, advance reservation, interactive, route deviation, taxi, multiple service components, etc.) Indicated size of the services (including number of vehicles, vehicle type(s), budget, number of staff, ridership, whether an automated scheduling system was used or any other technologies, etc.)**

MV was founded for the sole purpose of mobilizing the transit-dependent senior and disabled communities. Its founding predates the enactment of the Americans with Disabilities Act by nearly 20 years and defines MV's responsiveness to satisfying the needs of its communities. Further, this confirms MV understands quality paratransit service and call center technologies and their importance to its passengers and their freedom.

MV has more demand-based, reservation-based transportation experience than any other company. Many of its operations provide coordinated transportation services for multiple agencies, coordinating many different passenger groups from a variety of agencies to maximize the efficient use of vehicle and staff resources. These services include group trips to senior congregate meal sites, adult and child daycare programs, dialysis and other medical transportation, welfare-to-work programs, and long-distance out-of-county trips. This specific experience qualifies MV to handle the Pace riders' unique needs.

The following summaries highlight non-Pace services like the work contemplated for the City of Chicago ADA Dedicated Paratransit Services. These summaries include the size and additional contract-specific details requested by Pace.



## Metro Access Paratransit Service, Southwest Ohio Regional Transit Authority (Cincinnati, OH)



MV manages and operates the Metro Access service for the Southwest Ohio Regional Transit Authority (SORTA) within the Greater Cincinnati area. This shared-ride, demand-responsive public transportation service provides door-to-door service for passengers with disabilities consistent with provisions of the Americans with Disabilities Act. The annual contract value is \$5.3M. Here, MV operates and maintains a fleet of 62 cutaway diesel vehicles, managing a team of 98 employees and serving an annual ridership of 183,875. The system uses Trapeze for reservations, scheduling, and dispatching functions, and the dispatch team uses MV's reporting systems to monitor vehicle location and route performance.

MV is in its third contract term with SORTA.

Contact Information	
<b>Name</b>	Ms. Lisa Aulick, director, ADA & accessible services
<b>Telephone</b>	513.632.7589
<b>Email</b>	laulick@go-metro.com
<b>Address</b>	602 Main Street, Suite 1100, Cincinnati, OH 45202

## ACCESS Demand Responsive Services, Orange County Transportation Authority (Orange County, CA)



In 2013, MV began operating OCTA’s ACCESS ADA paratransit services, an ADA paratransit, curb-to-curb service available to eligible persons with disabilities.

The ACCESS service is delivered with a fleet of 280 dedicated vehicles operated by MV and 400 additional vehicles for supplemental and same-day services provided by MV’s non-dedicated subcontractor. Upon its start of the operation, MV brought its technology tools that integrate with OCTA’s Trapeze scheduling system to enhance service delivery and help improve service performance and manage service growth.

Within one year of service, the difference MV brought to this service was documented in the Authority’s Transit Division Performance Measurements Report, Fiscal Year 2013-14 Third Quarter:

“Since the service transition on July 1, 2013, the new contractor aggressively monitors OTP throughout the day utilizing software which tracks hour-by-hour performance. In addition, trips assigned to the supplemental service are now integrated into the Trapeze scheduling system, providing real-time trip information on all vehicles providing ACCESS service.

With this operating enhancement, dispatch is better able to manage service operations and make adjustments as necessary to ensure trips are performed within standard.”

Today, ACCESS ridership is 3.2 percent higher than projected, while operating costs are 5 percent lower than budgeted. MV is responsible for dispatching, reservations, scheduling, vehicle maintenance, and operations.

Contact Information	
<b>Name</b>	Mr. Jack Garate, Section Manager of Paratransit
<b>Telephone</b>	562.248.9165
<b>Email</b>	jgarate@octa.net
<b>Address</b>	600 S. Main Street, Orange, CA 92863



## Access-A-Ride and Call-N-Ride, Regional Transportation District (Denver, CO)



MV operates two services for the Regional Transportation District (RTD), the Access-A-Ride and the Call-N-Ride.

The Access-A-Ride service is a brokered, door-to-door paratransit service is available to eligible passengers who are unable to use fixed-route service due to a disability. MV operates 50 percent of the service in the greater Denver metropolitan area. Under this contract, MV operates and maintains a fleet of 172 vehicles. MV began operating this service in 2002.

The Call-N-Ride is a general public demand-responsive and deviated fixed-route service, which operates in 11 zones within RTD’s service area. Delivered with a fleet of 34 vehicles, this service is primarily used by commuters transferring to RTD’s light rail system. MV began operating this service in 2008.

MV uses the RouteMatch scheduling system for trip reservations, scheduling, and dispatching. MV is in its third contract term with RTD.

Contact Information	
<b>Name</b>	Mr. Larry Buter, Manager of Paratransit Services
<b>Telephone</b>	303.299.2152
<b>Email</b>	larry.buter@rtd-denver.com
<b>Address</b>	1900 31st Street, Denver, CO 80216

## ACCESS LYNX, Central Florida Regional Transportation Authority (Orlando, Florida)



MV has operated the ACCESS LYNX paratransit service for the Central Florida Regional Transportation Authority (LYNX) since 2002. LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties.

ACCESS LYNX is available to eligible passengers residing in this tri-county area who are unable to use the fixed-route bus system due to a disability or other limitations. ACCESS LYNX comprises multiple transportation programs, with trip eligibility defined and determined by each program’s guidelines.

Previously operated by multiple contractors, LYNX consolidated the ACCESS LYNX service when it awarded the contract for these services to MV.

MV operates and maintains 197 vehicles for LYNX and manages all aspects of this turnkey service, including call center operations, scheduling, and stretcher service. MV uses the Trapeze PASS system for trip reservations, scheduling,



and dispatching. Dispatchers communicate with operators in service via Mentor mobile data terminals.

MV is currently in its fourth contract term with LYNX.

Contact Information	
<b>Name</b>	Ms. Selita Stubbs, Director of Mobility Services
<b>Telephone</b>	407.254.6039
<b>Email</b>	sstubbs@golynx.com
<b>Address</b>	455 N. Garland Avenue, Orlando, FL 32801

### Palm Tran Connection (Palm Beach County, FL)



Since 2015, MV has provided paratransit services through the Palm Tran Connection. This demand-responsive shared-ride, door-to-door paratransit operation serves persons

with disabilities in Belle Glade, Pahokee, Canal Point, and South Bay.

MV uses the Trapeze scheduling software to schedule and dispatch trips and manages 133 vehicles and 214 employees to cover a service area of over 2000 square miles. MV manages service for up to 2000 passengers per day during peak seasons of the year and 1500-1700 passengers during off-peak season.

### Service Details for Similar Type Operations<sup>1</sup>

Agency	Contract Name and Type	Staff	Annual Value	Vehicle Count	Vehicle Type	Annual Ridership	Scheduling System	Other Technology
Southwest Ohio Regional Transit Authority	Metro Access Paratransit Service	100	\$6,811,034	59	Ford E450, El Dorado AeroElite, Chevrolet 4500 Cutaways, Ambulatory Vans	231,099	Trapeze	Mentor Ranger MDTs
Orange County Transportation Authority	ACCESS Demand Responsive Services – Paratransit	454	\$31,516,706	280	Ford E450 Cutaways		Trapeze	Orbital MDTs DriveCam
Denver Regional Transportation District	Access-A-Ride Paratransit and Call-N-Ride Demand Responsive/ Flex Route Services	330	\$21,135,937	172 (para) 34 (flex)	Ford E350 / E450, El Dorado AeroElite Cutaways	276,000	RouteMatch	DDS MDTs DriveCam
Central Florida Regional Transportation Authority	ACCESS LYNX Paratransit and NeighborLink Flex Route Services	346	\$19,200,000 (para) \$1,800,000 (flex)	197	Ford E350 Cutaways and Dodge Caravans	444,000 (para) 187,000 (flex)	Trapeze	Mentor Ranger MDTs DriveCam Mobileye

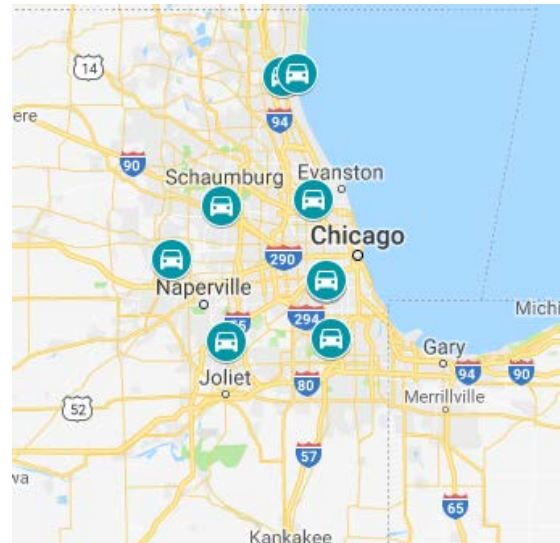


<sup>1</sup> The company requests that these contract details remain confidential.

## 2. Current MV-Operated Pace Transit Service

**List Pace service operated by firm and/or proposed major subcontractor (describe service, including number of staff, number of vehicles and vehicle type(s), whether an automated scheduling system was used or any other technologies, etc.).**

MV began operating paratransit services on behalf of the Suburban Bus Division of the Regional Transportation Authority (Pace) in 2000. MV is one of the largest providers of Pace service throughout the Chicagoland area. The company is proud of its 19-year history of successful service provision to Pace and looks forward to the opportunity to continue its operations of the fixed route and feeder bus service serving Chicago.



In addition to the extensive Pace experience described below, MV is proud to be one of the only contractors in the Pace system responsible for the maintenance and care of the Pace-provided fleet.

MV brings a significant network of manpower, knowledge of the service, and resources to ensure continued service. The company has direct experience in operating these services since 2014. MV’s history with Pace dates back nearly two decades. Below, please find a timeline of contracts MV currently or has run in the past for Pace.

*The company’s tenure assures Pace that MV is qualified, knowledgeable, and understands the City of Chicago’s operating dynamics, passenger expectations, and vehicle and equipment maintenance standards – in adherence with Pace contract requirements.*

**City of Chicago Paratransit:** In 2008, MV began delivering ADA paratransit service for Zone #3, serving the north side of the City of Chicago. MV currently



operates across the City of Chicago service area and is in its second contract term for this service.

**North Cook County:** MV began operating paratransit services in North Cook County in 2015.

**Kane County Paratransit service:** MV originally began operations of Kane County Paratransit service in 2003 and successfully operated the service for 12 years until the service was awarded to another vendor. In partnership with Pace MV was asked by Pace to resume this service, taking over operations within a three week start-up ensuring continued customer-focused service throughout Kane County.

**Westmont Feeder:** In 2014, MV was awarded the Fixed Route and Feeder Bus Service on Pace Routes 661, 662, 663, 664, 668, 668, and 669.

**Wheaton Fixed Routes 674, 709, 711, and 715:** In 2008, MV began operating fixed-route services in the Wheaton area, which consists of two (2) Metra Train Feeder routes and two (2) transit routes. MV is in its second contract term for this service.

**Village of Schaumburg:** MV began the operation of the general public Dial-a-Ride (DART) service for the Village in 2013.

The company’s current Pace contracts are detailed in the following table.

Service Name	Service Type	# of Staff	# of Buses	Type of Buses	Automated Scheduling System
City of Chicago ADA Dedicated Paratransit	Paratransit	269	136	(88) Ford Cutaways MV-owned/ 4 Pace-owned and (45) Dodge Caravans	Trapeze
North Cook County	Paratransit	156	93	(1) Chevrolet and (92) Ford Cutaways	Trapeze
Kane County	Paratransit	33	22	(22) Ford Cutaways	Trapeze
Westmont Routes, 662, 663, 664, 665, 688, and 669	Fixed Route	7	9	2 EZ Riders and 7 El Dorado Coaches	N/A
Wheaton Routes 674, 709, 711, and 715	Fixed Route	18	9	30' El Dorado Coaches	N/A

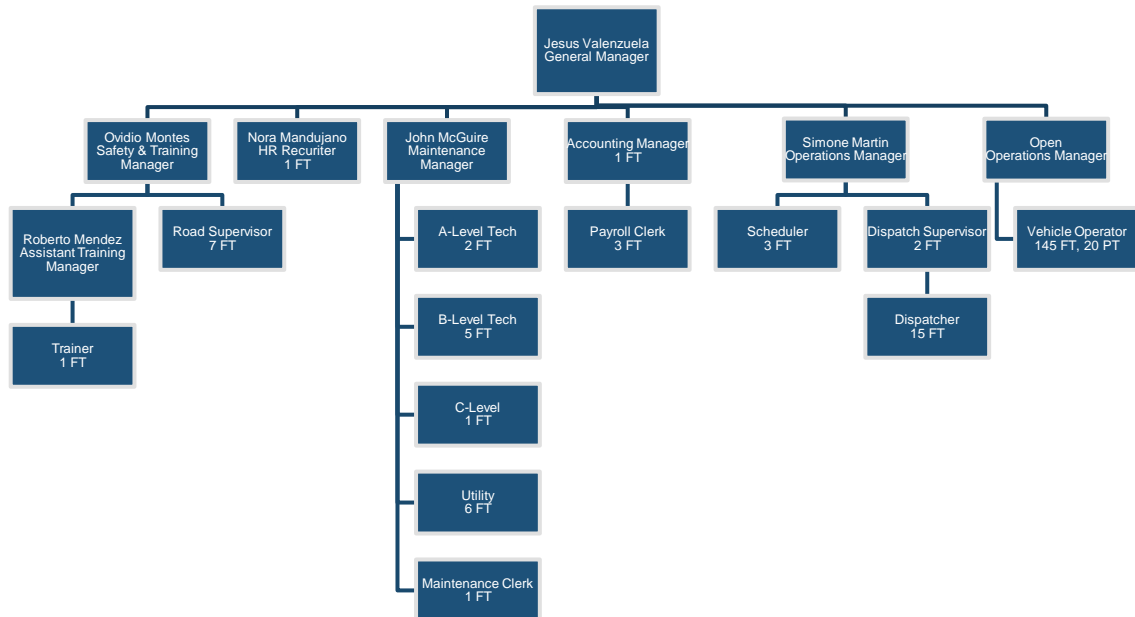


Schaumburg	Dial-A-Ride	15	11	11 Ford Cutaways	Trapeze
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### 3. Local Team Organization Chart

Provide organizational charts with key personnel identified by name and position for both the firm and for the local project site.

MV will perform all management and operations from our proposed location at 4400 W. 45th Street in Chicago, IL. The key personnel composition detailed in the organizational chart below represents the dedicated staff allocated for the City of Chicago ADA Dedicated Services. The local team will be supported throughout the contract term by Lisa Kelliher, Regional Vice President of the Midwest.



### 4. Organization Charts for Subcontractors

Provide an organizational chart with key personnel identified for any and all proposed major subcontractors

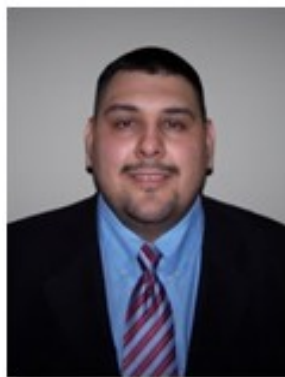
MV does not propose the use of any subcontractor for the operation of the Pace City of Chicago ADA Dedicated Paratransit Services.

## B. General Manager

### 1. Proposed General Manager

**Name Project Manager/General Manager (attach resume including month/year for start and end dates for each previous position held).**

#### Jesus Valenzuela, General Manager



Mr. Jesus Valenzuela offers more than 15 years of transportation experience and operational and management oversight with over ten years in the Greater Chicago area to the Pace City of Chicago team. He is currently serving as general manager of the North Cook County, the Edward Hines and Jesse Brown Hospital VA services, and Schaumburg Dial-a-Ride service.

Before managing these facilities, Jesus was the general manager of Loyola Fixed Route Intercampus Shuttle, Pace Chicago Paratransit, Edward Hines and Jesse Brown Hospital VA Hospitals, and Schaumburg Dial-a-Ride. At Loyola alone, the shuttles averaged over 3,100 passengers per day. The combined number of trips for all of these services averaged over 2,000 per day.

From 2010 to 2015, Jesus served as general manager over Pace DuPage County Paratransit services and Schaumburg. Before this, he was the operations manager for MV's Pace contract for North Cook County Paratransit services from 2009 to 2010. In addition, he served as operations manager for MV's ADA and Medicare services in Raleigh, NC from 2008 to 2009.

Jesus started his transportation career as a vehicle operator for MV's Dial-a-Ride contract in Phoenix, AZ in 2005, also serving as a road supervisor for this operation.

### 2. Skills and Experience of General Manager

**List skills and experience of Project Manager/General Manager including management, planning, general and/or public transportation, paratransit, dispatching, etc.**





Jesus has been a general manager of at least two divisions concurrently since 2010. For five years, he was general manager of the Carol Stream and the Schaumburg, Illinois facilities. These trips averaged 680 trips per day. In 2015, Jesus took over general management of the North Cook County paratransit services for Pace in addition to the Schaumburg division. The average daily trips for these two facilities was at 2,481. In 2016, Jesus was general manager over four unique contracts overseeing transit components such as fixed route campus shuttle, NEMT, ADA, non-ADA, and Dial-A-Ride services. Since 2017, he has been general manager over Pace’s North Cook paratransit, Edward Hines and Jesse Brown Hospital VA services, and Schaumburg’s Dial-A-Ride services.

### 3. Paratransit Operations Experience

**List paratransit operation(s) the individual has been with (i.e., ADA, advance reservation, real time, route deviation, taxi, etc.). List size of operation(s) (i.e., number of buses, budget, ridership, whether coordination of multiple components of service was involved, whether an automated scheduling system was used and which one, etc.); experience with Trapeze scheduling and routing software.**

Jesus’ transportation experience for these services includes

- fixed route circulator
- fixed route feeder
- NEMT
- ADA
- non-ADA
- Dial-a-Ride
- Call-a-Ride

He is further experienced in the use of Trapeze, mobile data terminals, DriveCam, and other transit technologies. As general manager of three divisions, he oversees over 1,800 average trips per day.

*Mr. Valenzuela’s resume has been submitted previously.*



## 4. Qualifications for the General Manager Position

Provide qualifications for the Project Manager/General Manager position.

### General Manager Qualifications

<i>Department</i>	Operations
<i>Reports to</i>	Regional Vice President
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Project and personnel management, service success, customer relations
<i>Accountable for</i>	Contract compliance and service performance
<i>Consulted about</i>	Recommendations for service changes, new contract scope items
<i>Informed of</i>	Changes to service, schedules, and policies

The general manager is accountable for the overall success of the service. They serve as the daily operational liaison between MV and Pace, and they work in partnership with the local team to realize the mission and vision of the service.

This person is responsible for the safe and high-quality operation of the paratransit system. The general manager oversees all functional areas of the service, including safety and training, live day operations, call center services, fleet and facility maintenance, community relations, and accounting and finance. This position assures adherence to policy and contract compliance.

The general manager meets with Pace staff often to review service quality, performance metrics, and discuss trends. They collaborate with Pace staff and MV's leadership on new and innovative approaches to service delivery, always seeking to improve upon the existing services. As needed, the general manager works with team leaders to put action plans into place to improve service quality.

### Qualifications

- College degree or equivalent business management experience
- Management experience required
- Must have a minimum of four (4) years of comprehensive experience in operations management and a combination of (7) seven years of management or supervisory experience
- Knowledge of the contractual obligations and knowledge of company policy



- Knowledge of managing to P&L, budgets, forecasting and statistical analysis of KPIs and safety metrics
- Must have labor/union(s) negotiations/expenses expertise
- Experience managing systems with automated scheduling software/CAD AVL Systems
- Must have a full understanding of dispatch, scheduling, operator recruitment, and safety DOT, FMCSA, and FTA compliance
- Strong analytical skills, strong written and verbal communication skills and a high degree of multi-tasking skills
- Additional duties/responsibilities based upon individual contract requirements

## C. Other Key Staff

**Detail key individuals involved with the start-up and/or on-going operation. Describe functions, experience, etc. and attach resumes. All resumes shall include month/year for start and end dates for each previous position held. For individuals involved with the start-up, specify how long and to what degree they will be committed to the contract. Provide qualifications for all key staff positions, including Operations Manager, Maintenance Manager, Safety Manager, Schedulers/Routers, and Dispatchers.**

### Simone Martin, Operations Manager



Ms. Simone Martin is MV’s proposed operations manager for the Pace City of Chicago ADA Paratransit Services. Simone brings seven years of Pace Paratransit service experience, beginning her transit career as a scheduler in 2012 for these services. Simone’s tenure in Pace’s customer service environment and her in-depth Trapeze knowledge and proficiency confirm her qualifications as MV’s operations manager for these services.

As the operations manager, – a role Simone has held since 2015, she is charged with overseeing and supervising more than 150 employees. She also manages the vehicle operator shift bids and assists with monthly reporting. Simone supports the operators by ensuring they are fully supported by dispatch throughout the service day. She monitors road calls and back up vehicle support. Simone assists with employee hiring, interviewing, and staff scheduling.



Prior to that, from April through December 2015, Simone was the scheduling supervisor for MV's Pace North Cook County Paratransit services. Here, she held accountability for scheduling more than 1200 trips and 90 routes as well as templates and group trips. During Simone's tenure, route productivity improved from 1.54 to 1.67 percent, on-time performance increased by 15 percent, and slack time reduced. She also assisted with customer service complaints and resolution.

From 2014 to 2015, Simone was one of the schedulers for MV's Dallas Area Rapid Transit (DART) Mobility Management paratransit contract in Dallas, TX. In this role, she processed more than 3200 daily trips spanning 130 routes, including templates and group trips. Simone also assisted with customer concerns.

During 2012 to 2014, she held the role as a scheduler for these services. She held responsibility for the daily scheduling of more than 1100 trips, over 90 routes, and assisted with a high-volume of customer inquiries.

Simone's prior management designations included a beverage server supervisor from 2005 to 2012, with duties to include cash management, employee supervision and training, and responding to customer inquiries. From 2000 to 2005, she was an operations coordinator; she oversaw employee hiring and training, and supervision.

*Ms. Martin's resume has been submitted previously.*

## John (JW) McGuire, Maintenance Manager



Mr. John (JW) McGuire has been in the transportation field in maintenance for over 30 years. He has been with MV as the maintenance manager of the Pace City of Chicago ADA Dedicated Paratransit Services since November of 2016 and is an innovative and results-driven leader, who is focused on delivering a quality product, providing the best service possible at an affordable cost, and exceeding expectations of both internal and external customers. As the maintenance and facility manager, he oversees the maintenance of over 250 vehicles (including parts, repairs, and cleanliness), personnel, and scheduling. He is skilled in anticipating future trends and needs, as well as the ability to streamline processes while building and motivating cross-functional teams. JW's focus is to ensure safe facilities and efficient work practices that provide the public with safe, reliable, and clean service.

Prior to MV, JW worked for the Chicago Transit Authority (CTA) in numerous positions. As director of bus maintenance, he was responsible for identifying, formulating, and recommending budgetary requirements, including personnel, materials, and capital investments to ensure sufficient resources to provide reliable bus service. Additionally,



he created and initiated an industry-first, new inspection process (IRIP) for bus maintenance.

While in the role of general manager at CTA, he increased the quality and reliability of 780 buses and support equipment, directed 300 employees, and was involved in the procurement of the CTA's first electric buses. In the role of senior inspector, Mr. McGuire compiled monthly data for performance metrics for all CTA locations, adhering to their policies and procedures.

JW has received commendations for reconstruction of the CTA Red Line, the overhaul of 1550 buses on time and on budget, the handling of the O'Hare Train Derailment, and numerous significant weather-related storms. He has also worked city events including Taste of Chicago and the Chicago Marathon.

*Mr. McGuire's resume has been submitted previously.*

## Ovidio (Ovi) Montes, Safety and Training Manager



Mr. Ovidio (Ovi) Montes has been with MV as a safety and training manager since 2014, and he has 25 years of transportation experience to bring to the Pace project. He directs safety and training-related activities for multiple contracts and locations with a road supervision team, classroom trainer, and assistant safety training manager. Ovi's responsibilities include ensuring compliance with all regulatory, MV, and client requirements, as well as maintaining the Department of Transportation (DOT) and OSHA-regulated files. Additionally, Ovi is responsible for keeping all employee credentials up-to-

day for the company, Pace, and the state of Illinois. He manages workers' compensation and light-duty assignment cases, accident and incident paperwork, and conducts road observations and ride-alongs as needed.

Before his position with MV, Ovi worked for in multiple positions for another transportation company in Chicago. As director of operations, he hired and trained operations managers who would then each manage daily operations for a fleet of 80 vehicles and more than 200 employees. As part of his responsibilities, Ovi created and enforced policies and procedures and managed the operations department financial plan. He also served as a liaison between operations and the advertising, charter sales, accounting, and maintenance departments.

Prior to his position of director, Mr. Montes was a safety and operations manager where he maintained DOT and OSHA regulatory files, including accident reports, pre-employment drug, and physical testing, and compliance with all federal employee safety laws for a staff of over 200 employees. Ovi hired, trained, and scheduled operators, tour



guides, and sales professionals, as well as performing annual performance reviews for staff.

*Mr. Montes' resume has been submitted previously.*

## Job Qualifications

The following tables provide job descriptions for the management team, schedulers, and dispatchers.

### Safety and Training Manager

<i>Department</i>	Safety
<i>Reports to</i>	General Manager
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Operator training, safety policy enforcement, safety meetings, accident investigation, safety reporting
<i>Accountable for</i>	Location operational safety record, confirmation of fully trained workforce
<i>Consulted about</i>	Operator discipline, safety initiatives
<i>Informed of</i>	Changes to regulations and policies, individuals, and areas requiring retraining based on DriveCam events, complaints, and performance

The safety and training manager is responsible for building a safety culture throughout our operation. They are responsible for the management and oversight of all safety training programs and activities.

This individual is responsible for establishing the schedule and curriculum for ongoing training activities, including initial operator training, safety meetings, operator coaching and retraining, and MV's safety incentive program. They maintain all training documentation for employees as required.

This position also holds oversight of the DriveCam program and administers MV's FTA-compliant Zero Tolerance Drug and Alcohol program. They lead all accident and incident investigation and are trained and certified accordingly.

The safety and training manager is the location safety officer and the emergency coordinator for MV's operation; they are the company's liaison to local authorities that support safety and emergency preparedness. They lead all emergency training and guarantee that MV's team is ready to respond to the needs of the community in the event of an emergency.

### Operations Manager

<i>Department</i>	Operations
<i>Reports to</i>	General Manager



<i>Number Proposed</i>	2 FT
<i>Responsible for</i>	Safety, On-time Performance, Fleet Cleaning, Proactive Communications, Employee Relations, Human Resources, and Customer Interface
<i>Accountable for</i>	Service performance
<i>Consulted about</i>	Recommendations for service changes, new contract scope items
<i>Informed of</i>	Changes to service, schedules, and policies

The operations manager is responsible for the quality of daily service and serves as a liaison to passengers, clients, and community members. This position controls the daily operation of the service, in compliance with Pace and MV policy and procedures, under the leadership of the general manager.

This position is key to effectively managing customer relations and ensures service meets Pace’s passengers’ expectations. To this end, the operations manager makes certain all employees understand their roles and responsibilities, are capable of doing their jobs and are highly motivated.

The operations manager oversees live day operations, including managing routes, dispatch, road supervision, and operators. They coordinate closely with the maintenance manager to ensure equipment availability and response to any fleet issues.

The operations manager monitors and evaluates operational activities such as system on-time performance, customer complaints, road calls/service disruptions, and other operation-related functions.

### Maintenance Manager

<i>Department</i>	Maintenance
<i>Reports to</i>	General Manager
<i>Number Proposed</i>	1 FT
<i>Responsible for</i>	Vehicle and facility maintenance and repair scheduling, work order creation, preventive maintenance inspections, employee scheduling
<i>Accountable for</i>	Fully functioning operating facility and equipment, warranty recovery
<i>Consulted about</i>	Systems inspection cycles, parts procurement, replacement schedules
<i>Informed of</i>	Issues requiring attention, equipment changes, OEM recommendations

The maintenance manager’s primary duty is to ensure the safe and effective operation of the fleet in compliance with all OEM, Pace, and MV standards. This position coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. They work closely with dispatch to maximize fleet availability, especially during service demand peaks.



This position monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted with outside vendors. They coordinate with equipment manufacturers regarding warranty issues and specialized training needs.

The maintenance manager will be proficient in the Trapeze EAM system; they monitor work orders and parts inventory in this system, ensuring that we complete all scheduled work on time. They hold responsibility for all mechanics and service workers, and they are accountable for the performance of the maintenance team. This position provides ongoing training to the mechanic team, including MV's ASE training, and they coordinate additional training with outside vendors and suppliers as needed.

### Scheduler

<i>Department</i>	Operations
<i>Reports to</i>	Operations Manager
<i>Number Proposed</i>	3 FT
<i>Responsible for</i>	Scheduling for optimal on-time performance and productivity
<i>Accountable for</i>	Optimizing routes efficiently
<i>Consulted about</i>	Route times, subscription trips
<i>Informed of</i>	Daily changes to routes

The scheduler creates, refines, and optimizes routes in a way that maximizes on-time performance and productivity. They perform this task to meet customer expectations. The scheduler is proficient in the use of Trapeze software and its best use practices. They create initial routes in Trapeze and adjust them for improved customer service and passenger travel time.

This position works to obtain feedback on system performance. This position also evaluates Trapeze templates and makes recommendations to improve productivity and on-time performance.

### Dispatcher

<i>Department</i>	Operations
<i>Reports to</i>	Operations Manager / Dispatch Manager
<i>Number Proposed</i>	15 FT
<i>Responsible for</i>	Managing all operator duties, service reliability, on-time performance, response to on-road incidents.
<i>Accountable for</i>	Assessing fitness for duty, unplanned changes that affect performance, such as route detours and heavy traffic
<i>Consulted about</i>	Operator absences, changes to routes start and end times
<i>Informed of</i>	Vehicle exchanges, maintenance pull, and submission of defects noted on DVI form, service reliability, on-time performance, response to on-road incidents.





The dispatcher directs all on-road operations that occur from daily pullout to return-to-yard. They coordinate with vehicle operators while in service to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher manages operator check-in and check out, including report times, vehicle assignments, distribution of bulletins, and on-time pullouts. They are fully trained in reasonable suspicion and is responsible for assessing operators in fitness for duty. As needed, the dispatcher coordinates extraboard operators if an operator does not report on time. They also work with the maintenance team to coordinate vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

Throughout the service day, the dispatcher manages routes using Viewpoint for schedule adherence. They monitor service delivery via radio/real-time GPS, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and onboard emergencies.

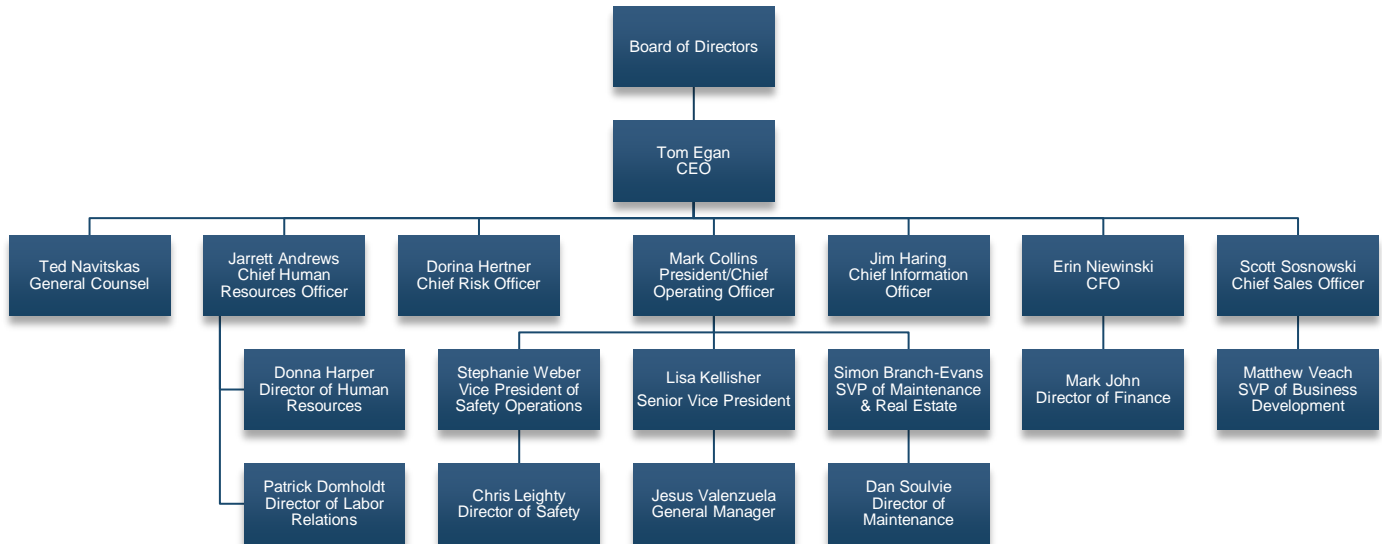
## Startup Staff

The following table lists out the vehicles and staff that are MV's planned start-up requirements.

Location Requirements	Proposed Numbers	Location Requirements	Proposed Numbers
Vehicles	141	Road Supervisors	7.00
Division/General Manager	1.00	Dispatcher Supervisor	2.00
Operations Manager	2.00	Maintenance Manager	1.00
Safety/Training Manager	1.00	A Mechanics	2.00
Assistant Safety/Training Manager	1.00	B Mechanics	5.00
Trainer	1.00	C Mechanics	1.00
HR Recruiter	1.00	Utility	6.00
Accounting Manager	1.00	Maintenance Clerk	1.00
Payroll Clerk	3.00	Operators	145 FT, 20 PT
Dispatcher	15.00	Schedulers	3.00



## Company Support Structure



### ***Lisa Kelliher, Senior Vice President***

Lisa Kelliher is MV’s Regional Vice President for Midwest Operations and will oversee customer service, revenue and profitability growth, and the development of our employees. Lisa will provide regional oversight and support to Pace and Chicago’s general manager, Jesus Valenzuela.

Lisa has a 25-year track record of success in client relationship management, growth, and profitability at multiple US and global companies. Prior to MV, Lisa served as Vice President of Service Delivery for Modis, a \$1B division of Adecco, providing IT managed services, application development, project management, global service desk, and call center services.

### ***Chris C. Leighty, Director of Safety***



Mr. Chris C. Leighty brings nearly three decades of safety experience to MV's safety team. His focus on passenger safety and regulatory compliance ensure the success of MV's operations in his region. Chris is adept at identifying opportunities for improvement in safety performance through the application of best practices and training. As a former vehicle operator, road supervisor, and dispatcher, he understands safety at every level of the operation.

Before joining MV, Chris served as senior director of safety and training for Ride Right LLC. He guided local managers and teams in safety and training. He also performed audits in safety, security, drug and alcohol, and ADA compliance.

Prior to that, Chris served as a transportation manager for the Interurban Transit Partnership ("the Rapid") in Grand Rapids, MI. He began his career in transportation as a vehicle operator with the Rapid. Throughout his 21-year tenure with this agency, he served in several supervisory roles.

Chris holds several safety certifications from the USDOT and Transit Safety Institute. He is one of 10 people in the nation teaching System Security and Supervisor Certification courses for the USDOT.

### ***Mark John, Director of Finance***

Mr. Mark John is responsible for financial reporting, billing, accounts payable, accounts receivable, and all other accounting functions for the operations within MV's central region. Mark ensures that MV's local operations maintain their financial records according to best practices and MV's high standards of accuracy and transparency.

Mark has served as director of finance since 2014 and joined MV in 2013 as a financial analyst. Prior to joining MV, Mark held the position of financial analyst for West Corporation based in Omaha, NE. Here, he was responsible for the company's weekly performance reporting, data mining, labor analysis, gross margin reporting, and budgeting.

Mark holds a Bachelor of Science in Business Administration in Finance from the University of Nebraska, Lincoln, and a Master of Business Administration in Finance and Accounting from Bellevue University.

### ***Daniel (Dan) Soulvie, Director of Maintenance***



For almost two decades, Mr. Dan Soulvie has managed maintenance operations. He is the proposed director of maintenance for the Pace City of Chicago new term.

Previously, Daniel served as the director of maintenance for the Fairfax Connector. He provided the oversight for the maintenance, facilities, ITS, and 150 full-time employees.

As the northern region equipment manager for the Arizona Department of Transportation, Dan provided oversight of fleet maintenance and repair for all ADOT equipment repair facilities in Northern Arizona, 3,200 units.

From 2012 to 2015 Dan was the director of fleet operations at SCR Medical Transportation in Chicago, Illinois. His responsibilities stretched from fleet maintenance



and repair to facility maintenance and customer relationship building, including writing RFPs and creating PM programs. Before this work, Dan spent nine years with the Chicago Transit Authority as a bus maintenance manager.

Dan was previously certified as a Master Automotive Technician (ASE), Emergency Medical Technician (Arizona and Florida), and a CPR Instructor (American Red Cross). He is fluent in alternative fuel programs (CNG and Propane) and is well versed in LEAN implementation, coaching, management and sustainment.

Additionally, Mr. Soulvie has Warranty Administrator Training (Detroit and Cummins), CVSA Inspections Training (JJ Keller), engine and transmission diagnosis/repair training (Ford). He is a member of the Rocky Mountain Fleet Association and NAFA Fleet Management Association.

## D. Company's Effectiveness in Addressing Paratransit Issues

**Provide detailed procedures used in managing day-to-day Paratransit services. Describe examples of how the company deals with day-to-day paratransit operating and service issues. Provide background and experience in similar service described in this proposal. This includes experience with automated features for service monitoring, optimizing, and service oversight. Provide experience with scheduling and routing software, if applicable. Include the version of Trapeze for which experience is noted, if applicable.**

### Day-to-Day Paratransit Operations

MV has significant experience in responding to complex issues that can affect the smooth operation of a paratransit system. MV has provided demand response and ADA paratransit service for more than 40 years and has remained a partner to Pace as its service provider for the current contracts since 2008.

MV's operating procedures are discussed throughout the proposal. This section provides an overview of how the local team manages service to ensure complete service delivery, overcoming services challenges when they arise.

The dispatch team reports to work no later than 90 minutes prior to the first scheduled pullout. This provides ample time to settle in, prepare for operator check-in, and begin scheduling standby and extraboard service to cover any call outs.

In the new term, our dispatch team will convert the manifest each day to an Adobe PDF file which can be distributed through email as well as printed as needed. The Adobe PDF file is a readable document and can be distributed and viewed by multiple users.



Dispatch also saves and prints all unscheduled trips, to use for reference in the event of an outage. These procedures ensure ongoing service delivery in the event of a failure of Trapeze or any on-board communications unit, making certain that service begins on time and uninterrupted.

Throughout the year, there are days when severe adverse weather is likely, and MV plans accordingly. For example, if a major snowstorm is on the forecast, MV provides a plow and salt spreader. The management team, road supervisors, maintenance, and additional operators come into the facility to assist with the service. The team also sends operators to their first pickup early to keep on-time performance at its highest.



The night prior to service, MV's maintenance team provides dispatch a list of vehicles that are ready for service. Dispatch assigns vehicles to routes at that time and works with the maintenance team to proactively manage any service challenges, such as frigid temperatures. In these situations, MV's maintenance team will be stationed in the yard prior to pullout, to start the vehicles before operators arrive to conduct their pre-trip inspections. This ensures timely departures of all routes.

As operators report to work, MV's dispatchers perform a fitness for duty check to confirm each route is operated by a focused, alert, professional, and safe person. All dispatchers are trained in reasonable suspicion evaluations. Dispatchers visually inspect each operator's driver's license, DOT cards, and Pace picture ID before issuing a manifest and a vehicle for service. These activities contribute to MV's ongoing commitment to safety and customer service.

Core to mitigating preventable in-field challenges is the daily vehicle inspection process. This 12-minute inspection is the last critical check-in, ensuring fleet health prior to entering service. If during this inspection, a safety issue is detected, the vehicle will not enter service, and a pre-inspected replacement vehicle will be issued. During pullout, a supervisor is stationed in the yard to make certain that these procedures are followed correctly and that vehicles pullout on time.

While on the road, operators communicate with dispatch using the on-board MDT unit. During the day, normal service issues arise, such as no shows and late cancellations. When these occur, MV's dispatchers and operators work in coordination maximize productivity while remaining on schedule.

In the event of an in-field incident, such as a vehicle accident, passenger injury, breakdown, or passenger disruption, operators are trained to provide emergency management to mitigate further risk. This team works closely with dispatch to provide



in-field response, including road supervisory support, emergency personnel, and/or a relief vehicle.

In the event of an emergency within the dispatch facility, MV maintains continuity of operations using its extensive network in North and City of Chicago operations. Should a scenario occur that requires evacuation of MV’s operations, MV’s local team is prepared for a telephone outage and follow detailed procedures to include alerting the MV IT team and Pace’s 24-hour Operations Hotline. With this digital system, MV’s IT team can quickly reroute to the back-up lines.

MV’s can relocate to the backup site in the event of a mandatory evacuation; here, they can resume all duties seamlessly. MV’s phone system has complete redundancies and can be rerouted in the event of an emergency.

## Similar Service Experience

Please see the table in Section III.A.1 Non-Pace Services.

## Routing and Scheduling Software

Please see the explanation in the *Executive Summary* and in *Section IV.A.1 Handling Ride Requests* for the information on how Trapeze is used for routing and scheduling.

## E. Performance Measures

**Provide performance measures for existing Pace contracts and like contracts including:**

- 1. On-Time Performance (indicate pick-up window).**
- 2. Productivity (eligible trips per revenue hour; does not include PCA or companion)**
- 3. Average Travel Time per Trip (provide average miles per trip).**
- 4. Average Number of Downed Mobile Data Terminals daily for year 2018 (provide total MDTs in service).**
- 5. Ratio of Service Complaints to Trips for 2018 (provide total complaints and trips).**
- 6. Provide a completed *Attachment 1. Performance History for Service Areas Comparable to City of Chicago Paratransit Services*, included at the end of this Exhibit B.**

Please find MV’s completed Attachment 1. Performance History for Service Areas Comparable to City of Chicago Paratransit Services in the original submission from MV.



## IV. Service Plan

### A. Scheduling/Routing and Dispatching

**Provide detailed step by step process and procedures for service monitoring, routing and management oversight. This information includes how automated features will be used and incorporated in the proposed service plan. A general overview is not sufficient to adequately evaluate proposed processes.**

#### 1. Handling Ride Requests

**Describe how you will handle ride requests. This information should include how the trip will be scheduled/routed, how the ride will be dispatched (driver and dispatcher procedures, from the beginning of the drivers shift), and plans for monitoring service delivery. Describe proposed procedures for coordinating trip requests with the central call center. Describe the proposed procedure should the automated scheduling and routing system, Trapeze, is non-functional. This includes the proposed process for backing up the daily trip manifest.**

Pace request for proposal (RFP) No 419292 is for the procurement of a service provider to provide the following services in Chicago, Illinois. MV understands that Pace's call center services include reservations and same-day-service facilitation through the Regional Mobility Management Call Center (RMMCC).

In the new term, all ride requests will be handled by the RMMCC. Reservation information for each leg of a trip request requiring a transfer shall be taken by the RMMCC who makes the reservation where the trip originates. The RMMCC shall coordinate all transfers required for trips originating within the contracted service area. This includes but is not limited to communication with the connecting Contractor to accomplish the transfer safely and efficiently. At the end of the reservations day, MV manages and optimizes all of the next day's routes.

MV will staff four (4) full-time schedulers who hold responsibility for the schedules and assignments for each operator; dispatch supervisors can also assist in this area as needed.



## Building Operator Runs

In order to confirm that service is as efficient as possible, MV performs a semi-annual run cut. This redeployment occurs two times per year (in December in preparation for the spring season, and in June in preparation for the fall).

During this process, MV's management team reviews historical trip data for the week of the highest service demand.

Using proprietary spreadsheets, MV accounts for any demand growth (or decline) seen over the last six months and projects the staff and vehicle resources required to deliver timely, efficient service. Based on this projected demand during peak periods, MV can initiate a no non-urgent time-off policy.

Once the analysis is complete, MV's team compiles new routes and staff schedules for the upcoming season. Our management welcomes union and employee feedback prior to the bid in support of sustaining positive employee morale.

In addition to run cuts, MV's scheduling team makes short-term adjustments to the master schedule, as needed. For example, MV examines unique trip patterns inherent to certain holidays and adjusts the routes accordingly. This often results in closing routes due to decreased demand at certain parts of the day and increasing routes to accommodate times of the day with heavier trip concentration (e.g., dinner time on Thanksgiving or Christmas).

As needed, MV will work with the RMMCC to adjust templates to reflect changes to subscription trips. This process ensures the templates are accurate for each day of the week.

MV uses these run templates to create realistic and productive routes by incorporating demand trips and subscription trips in a way that maximizes available vehicle coverage and capacity while making efficient use of available vehicle operator resources. Additionally, group trips to and from high-volume areas are built into the templates for maximum efficiency.

By anchoring trips at the start and finish of each route, MV ensures that each route serves passengers in a way that minimizes deadhead mileage.

## Route Optimization Procedures

Schedulers use several procedures in the route optimization process as we monitor the following reports.

- **Group Optimizers Report:** The group optimizer report identifies trips to and from the same locations. Depending on the service, and the times of the trip



requests, trips to and from major trip generators (such as dialysis centers or adult day care centers) may create enough volume to justify its own route or a portion of routes.

- Schedulers review the Group Optimizer report to understand trip demand and frequency; when possible, shared rides and individual routes are created to accommodate these trips. In addition, this report helps identify potential subscription riders.
- Wheelchair vs. Ambulatory Batching: To ensure that all wheelchair trips are appropriately scheduled, they are batched first; then lift (no wheelchair) trips; and finally, ambulatory (no lift required) trips. This confirms that the time required to board and load a wheelchair trip is sufficiently scheduled prior to routing the fleet-flexible ambulatory trips.
- Alerts: An “alert” passenger is a passenger who has experienced some form of service challenges in the past. These passengers are given an “alert” status so that their trips can be monitored more closely by MV’s schedulers and dispatchers to ensure past service issues are prevented.
- Unscheduled Trips: By querying historical trip data to create a matrix of cancellation history, MV can predict the level of cancellations based on the day of week, and the hour of day. This data drives the number of trips that schedulers leave unscheduled at all hours of the day, in order to maintain productivity at acceptable levels.

## Subscription Trips

Subscription trips are provided pursuant to ADA regulation and Pace service policy regarding the maximum allowable percentage of subscription trips. To improve productivity, MV works to identify those recurrent trips that may be offered to move to subscription service. MV can provide Pace with a list of plausible subscription riders with their pick-ups and drop-offs and schedule.

## Trip Changes and Cancellations

When a customer requests a same-day trip change or cancellation, the RMMCC looks up the trip information in Trapeze and initiates the change when possible. If the change is a same-day request, the RMMCC initiates the change and notifies the carrier.



## Scheduling Procedures

Once reservations are closed for the day, the RMMCC starts the batching process in Trapeze version 14, and the MV-assigned schedulers review the next days' routes for efficiency.

During the trip batching process, Trapeze examines all trips and adjusts routes based on trip times and location. This process maximizes productivity while minimizing violations to help maintain on-time performance.

Once this process is completed, the scheduler manually reviews all routes to ensure that schedules are attainable, yet productive.

When the routes are finalized, the scheduler confirms vehicle assignment, operators for each route, and determines their appropriate start-times (based on geography and time of day).

MV provides Driveline for operators to get their start time. This is a toll-free number that operators can call or text to receive their start time for the next day. The routes are assigned for the next day, operator assignments are exported from Trapeze into this system.

The closing dispatcher then prints the next day's morning manifests, post operations report, the Operator Roll-out, and the post-operations report, expediting the check-in process on the following day.

## Dispatching and Daily Operations Procedures

The dispatcher maintains a Roll-out that indicates each operator's scheduled start and end times for the day. As each operator reports for work, the dispatcher verifies their credentials and notes their arrival time. The operator takes their assigned manifest, performs the pre-trip inspection, and notifies dispatch when they leave the yard by indicating so on the on-board tablet.

Throughout the service day, the tablet unit guides the operator along the route, notifying him or her of the next scheduled stop. As the operator performs trips using the arrive/depart buttons on the tablet unit, the information is updated in Trapeze. Upon request by the passenger, MV provides door-to-door service.

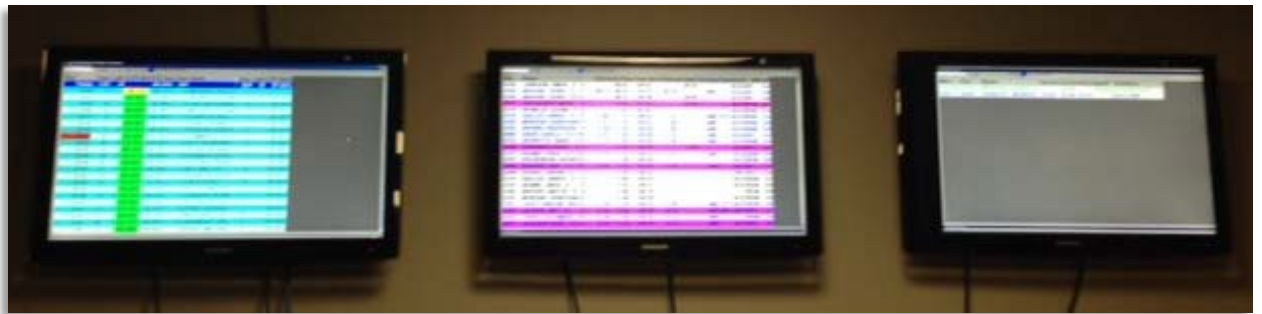
Dispatchers continually track vehicle status and monitor service delivery in real-time in Trapeze and by using MV's proprietary monitors.



## Real-Time Monitoring Tools

MV's proprietary monitoring tools interface with Trapeze and organize trip data. This assists dispatchers to make proactive decisions about ways to enhance service for the riders.

Large monitors are placed in dispatch which provides an overview of service, so that MV's team can quickly identify routes that require extra attention. This allows the team to expedite response and resolution to the service challenge.



This information is presented so that the most critical issues are prioritized.

- **The on-time monitor** tells dispatch what trips are late or potentially late based on severity. Dispatchers can review the route to determine if it's beneficial to move one or more trips to another route.
- **The slack monitor** shows dispatch which routes have large gaps in service where trips can be moved to. These trips may come from unscheduled or routes experiencing service delays.
- **The unperformed routes monitor** shows dispatch those routes that have not been updated. This monitor can indicate a non-functioning tablet, non-functioning phone, or delay in the Trapeze software. This information helps to confirm the operator completed their trips.

When trained in the use of MV's monitoring tools, dispatchers make educated decisions about how to manage service challenges in a matter of seconds.

## No-Shows

If the passenger does not appear, an attempt is made to contact them. Depending on the notes entered for the passengers' trip, the driver may try to establish contact by ringing the bell or making lobby contact. If the passenger still does not appear, the operator requests that the dispatcher call the passenger. The dispatcher will also confirm on the AVL that the driver is at the



correct location. If the passenger does not arrive within five (5) minutes after the scheduled pick-up time has passed, the dispatcher notifies the RMMCC, who authorizes a no-show, documents the no-show in the tracker notes (including the phone numbers they called to attempt contact and physical description of location) and instructs the operator to proceed to the next stop.

## Transfer Policy

MV adheres to the following Pace transfer policy:

- ADA paratransit vehicles carrying passengers who are transferring to another ADA paratransit carrier are required to wait with the passenger at the designated transfer site until the other vehicle arrives.
- If the passenger asks to exit the vehicle, the operator must allow the passenger to exit and ask the passenger if he/she wants the vehicle to stay until the other carrier arrives.
- If the passenger wants the vehicle to stay, the operator must remain at the transfer site until the other vehicle arrives.
- If the passenger asks the operator to wait, and then leaves the vehicle, the operator must advise the passenger that the vehicle will wait only if the passenger remains within the operator's sight.
- If the passenger does not want the vehicle to wait, the driver must notify dispatch and dispatch must contact the other carrier to confirm that the transfer trip is scheduled and to request the ETA. This information should be provided to the passenger before the vehicle leaves the transfer site.
- Dispatch must make an entry into Trapeze noting that the passenger did not want the vehicle to wait. Dispatch must note in the tracker that the other carrier was contacted and record the ETA. Dispatch is to direct the operator to activate DriveCam.
- If for any reason the operator feels it may be unsafe to leave the passenger before the other carrier arrives, the vehicle must wait.

## Mobility Device Securement

Providing safe transportation to persons in mobility devices is essential to the success of the ADA paratransit services. These passengers generally require a greater level of time and attention by the driver.



Additional attention of the operator is critical to ensure the mobility device is properly secured to make sure the customer experiences a safe ride.

Wheelchair securement procedures are as follows:

The vehicle must be parked at least 18 inches from the curb, with the vehicle in park and the parking brake engaged. The operator opens the door, prepares the mobility device securement area, and ensures it is in a safe vicinity for loading. The lift is then deployed pursuant to specific lift procedures.

Operators assist the passenger onto the lift; all passengers will be loaded on the lift facing away from the vehicle. The operator ensures that the brake on the mobility device is engaged and will secure the lift safety strap. The operator must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready.

Maintaining their hand on the mobility device, the operator raises the lift to the top of the platform. Once the lift is in place, the operator carefully maneuvers the passenger into the vehicle and then positions the chair in preparation for securement. Once the passenger is in place in the securement area, the operator requests permission to begin securement procedures.

Upon consent, the operator secures the mobility device at strength securement points; but the operator will never attach securement straps to spokes or other loose components. Once the personal restraints are secured, the operator notifies the passenger that they are ready to depart.

As part of MV's Driver Evaluation program, road supervisors perform spot checks of mobility device securement to ensure procedures are being properly followed.

In addition, MV conducts refresher training specifically for proper securement procedures annually.

These securement procedures are adhered to for all passengers who are defined as curb-to-curb trips. If a passenger requests additional assistance during trip booking, MV does recognize and exercise the following FTA – ADA "Origin-to-Destination Service" guidelines. "For instance, the nature of a particular individual's disability or adverse weather conditions may prevent him or her from negotiating the distance from the door of his or her home to the curb. A physical barrier (e.g. sidewalk construction) may prevent a passenger from traveling between the curb and the door of his or her destination point. In these and similar situations, to ensure that service is actually provided "from the user's point or origin to his or her destination point." The service provider may need to offer assistance beyond the curb, even though the basic service mode for the transit provider remains curb-to-curb."



## Proposed Procedure when Trapeze is Non-Functional

MV's closing dispatcher will export and convert each vehicle operator's manifest to an Adobe PDF file for the following day's service. The closing dispatcher will also export Pace's Cross-Reference Report to an Adobe PDF file. The conversion to the PDF files expedites distribution and is a paperless method.

The manifest details the passenger's name, address, pick-up/drop-off, and route number. During a Trapeze failure, the vehicle operator and dispatch teams will have a printed copy to follow throughout the service day. MV's team will use the Verizon push-to-talk units to maintain regular communication.

## Telephone Procedure Redundancy Plan

MV understands the criticality of providing maximum uninterrupted service for Pace and its passengers. MV's phone system is a cloud-based, Cisco-powered IP telephony system. The only equipment on-premise is physical phones.

The phones connect to the rest of the system over a private MPLS connection. The cloud system is geo-redundant and runs in an active/active configuration.

MV's local team is prepared for a telephone outage and follow detail procedures to include alerting the MV IT team and Pace's 24-Hour Operations Hotline. With this digital system, MV's IT team can quickly reroute to the back-up lines.

## 2. Number of Personnel

**List the number of personnel involved with, scheduling, and dispatching, including a breakdown by function by hours of the service day. For staff doing more than one function, list their primary function.**

### Schedule

MV has previously provided staffing schedules.



### 3. Forms used in the Call Answering, Scheduling, and Dispatching Operation

**Attach copies of any forms that may be used in the scheduling and or dispatching.**

MV uses the following forms. Please find copies of these scheduling and dispatching forms in previous submissions.

- The **Accident/Incident Report** is used to document all accidents or incidents, regardless of severity or merit, for reporting and tracking purposes.
- The **Driver Time Sheet** is completed by all operators for each shift worked. This form lists operator clock in and out, lunch times, the number of passengers transported, the amount of fares collected and includes a written daily safety message.
- Attendance for all employees is tracked electronically. Points are assessed depending on the infraction. Employees sign the **Employee Attendance Report** for each point assessed, and a copy is placed in the employee file.
- Missed trips are reported to Pace on a **Missed Trip Report** at the end of each week.
- The **Out of Service (OOS)** listing is maintained by the maintenance department and displayed on a monitor in the dispatch office.
- The **Roll-Out Form** is completed by the scheduler the night prior to service. It is used by the dispatcher the day of service to document operator arrival time, vehicle assignment, radio number, etc.



### 4. Personnel Background and Experience

**Provide background and experience of anyone you intend to assign as schedulers, or dispatchers. If individuals are not yet identified, provide job descriptions in compliance with Exhibit I. Attachment 10.**

Job descriptions for MV’s dispatchers and schedulers are provided in *Section IIII.C. Other Key Staff.*

Position with MV-Pace City of Chicago	Employee Name	Years in Paratransit Experience	Years with MV	Time in Current Position
Scheduler #1	Cammarese Hicks	8 years	8 years	8 years
Scheduler #2	Amona Jones	10 years	10 years	9 months



Scheduler #3	Taivyon Smith	5 years	5 years	3 years
Dispatcher Supervisor	Marqual Head	5 years	5 years	2 years
Dispatcher Supervisor	Alycia Richardson	6 years	5 years	6 months
Dispatcher #1	Tawanda Hall	17 years	17 years	2.5 months
Dispatcher #2	Keith Burton	4 years	4 years	3 months
Dispatcher #3	Pamela Bynum	6 years	2 years	8 months
Dispatcher #4	Carliss Ellison	7 years	7 years	7 years
Dispatcher #5	Tasha Wardlow	4 years	4 years	4 years
Dispatcher #6	Makea Rias	10 years	10 years	2.5 years
Dispatcher #7	Jeanechia Bush	3 years	3 years	2 years
Dispatcher #8	Vernita Smith	2 years	2 years	2.5 years
Dispatcher #9	Sonia Montano	4 years	4 years	2.5 years
Dispatcher #10-15	TBD			

## Qualifications and Experience Requirements

MV requires that all dispatchers and schedulers have obtained a high school diploma or equivalent. They must have previous data entry, dispatch, and customer service experience. They must also possess the following knowledge, skills and abilities:

- Strong customer service skills
- Data entry experience and general knowledge of windows-based computer operating system and Microsoft Office package
- Knowledge of service area
- Ability to read, write and speak clearly the English language
- Able to use multi-line phone system and handle multiple tasks concurrently
- Ability to supervise
- Ability to work independently and follow directions
- Ability to adapt and remain flexible in a dynamic environment
- Preferred – Trapeze experience and multi-lingual

MV has provided job descriptions in Section III.C. Other Key Staff above.





## B. Staffing Plans

All proposed key staff must comply with minimum qualifications described in Exhibit I. Attachment 10.

### 1. Driver Count

State the number of drivers. How many full-time? How many part-time? How many split-shift?

MV will employ 145 full-time and 20 part-time vehicle operators for the new contract term. While split shifts are used to increase service efficiency, they vary daily based upon service demands.

Proposed Operators	Number of Employees
Full-Time	145
Part-Time	20
Split Shift	30 (included in full-time operator number)
<b>Total</b>	<b>165</b>

## Application, Qualifications, and Hiring Process

### Completing Application

MV posts all career opportunities – from vehicle operators to management staff – on the career section of company’s website (<http://careers.mvtransit.com>); this is powered by CareerBuilder, LLC, the nation’s largest internet job site.

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the local hiring lead (for this contract, this will be the (operations and safety manager) to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.





## Qualifying Applicant

The hiring lead will contact the applicant and request that he or she reviews and signs the required release documents.

Required release documents include:

- Application for Employment
- MV's Background Check Disclosure and Authorization release
- FTA DOT Disclosure and Authorization (FTA divisions only)
- FMCSA DOT Disclosure and Authorization (FMCSA divisions only)
- I-9 Express Online I-9 verification

Once signed, the applicant's background checks are ordered.

All employees must pass a mandatory pre-employment drug test. Additionally, depending on the position, applicants may be required to pass either a DOT or Non-DOT physical examination. MV's qualifications department will contact the hiring lead within 72 hours once the applicant is qualified for hire (or qualified pending additional information).

MV has an Equal Opportunity Employment (EEO) policy in place and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by the law.

## Motor Vehicle and Criminal Background Reports

An applicant's motor vehicle report (MVR) will be assessed to determine if any of the following items are present:



- Serious traffic offenses in the last five (5) years
- More than three (1) moving violations in the last five (5) years
- Pattern on the motor vehicle report (MVR)

All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

- The frequency, severity, and nature of the conviction
- The age of the applicant at the time of the conviction
- The elapsed time from the date of the conviction to the present
- The relationship between the nature of the offense and the type of employment
- Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

## Adverse Checks

If the background check reveals adverse information, MV's qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant is given an opportunity to contest their background reports within 10 business days.

If the applicant provides appropriate documentation clearing the issues cited, the hiring lead is notified that the applicant is qualified for hire. If the applicant is unable to clear the report within 10 business days, then the qualifications department issues a disqualified notification to the hiring lead, who will in turn notify the applicant.

## Considerations

An adverse result is reviewed and assessed for an applicant who has the following:

- A misdemeanor or felony
- More than three moving violations in three years on their driving record



## Drug and Alcohol Testing Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All MV employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety-sensitive versus not safety-sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety-sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV immediately DOT post-accident drug and alcohol testing for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

*\*Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.*

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

## 2. Driver Deployment

**Indicate driver deployment. Show numbers available by time of the day or provide a staffing chart.**

Start times vary daily based on trip schedules. MV's local team makes operator deployment flexible in order to meet the demands of service and Pace standards.

MV has previously supplied driver schedules.



### 3. Dispatchers/Schedulers

**State the number of dispatchers/schedulers. How many full-time? How many part-time? How many split-shift? Provide the proposed staff scheduling plan to cover each day of the week.**

The Pace City of Chicago ADA Dedicated Paratransit Services will be adequately supported by 15 full-time equivalent dispatchers and three full-time schedulers.

MV's dispatchers and schedulers are cross trained to handle scheduling (same day and demand as well as ADA) as well as dispatch as necessary.

## C. Training

### 1. Operator Training Program

**Provide a detailed description of proposed driver training program. Include subjects covered, training industry modules, the number of hours in the classroom and on the road, and the procedure and form certifying an individual is ready to drive in the service. Include materials: electronic media, printed materials, videos, etc.**

#### Professional Operator Training Program

MV uses a state-of-the-art training program that our safety and training team developed in partnership with AVATAR Fleet. This program uses an adult-based learning platform and is designed to transform new hires into professional operators.

The program is modular based, meaning we can substitute or add in parts of the training that apply specifically to the service we are providing and the passengers we serve. Moreover, the individual modules can be easily repurposed in retraining and refresher sessions throughout an employee's career.

The company is constantly working with its teams to refine this training; most recently in 2017, MV worked with AVATAR to refresh the training to meet the changing needs of our industry. This resulted in additional training areas to ensure a best-in-class workforce.

The program combines training in the classroom and on-board the bus, and includes bus orientation, driving observation, closed course, and in-service practice. Throughout the training sessions, trainees are quizzed and tested to ensure they have a strong grasp of the concepts taught before moving forward.



Interactive, comprehensive, and safety-focused, this training has produced an exceptional workforce in MV's locations across the country.

## Overview of Training Components

MV trains operators for both fixed-route and paratransit services. In the new term, we will provide cross-training to a small number of operators, so that we can provide greater flexibility in assigning operators to service. Again, since the training is modular, cross-trained operators can easily receive additional training for both modes of transport. The overall hours of training provided for each service mode are as follows:

Component	Paratransit Hours	Fixed Route Hours
Classroom	20.33	20.33
Pre-Driving Skills	4.50	4.50
Observation	25.50	36.00
Behind the Wheel	21.00	31.50
Cadetting	16.00	16.00
<b>Total</b>	<b>87.33</b>	<b>108.33</b>

Each training component has a purpose and contributes to building a professional operator. Individually, these sessions provide the education and training needed to drive professionally. Together, they provide the right foundation for a safe, tenured professional operator.

- Classroom Training:** Classroom training is instructor-led. Trainees receive education using a combination of video, lectures, and interactive discussions. These concepts taught are reinforced with a written study guide. The topics addressed in classroom training include but are not limited to defensive driving principles, hazardous communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Each module ends with a test, and when classroom training is completed, trainees take a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to the next phase of training.
- Pre-Driving Skills:** Pre-driving training occurs on the vehicle. During this training, the trainees are familiarized with the vehicle and its size and spacing. They have a chance to sit in the operator's seat and learn about the various on-board controls, mirrors, and any on-board technology.
- Observation Training:** During the observation portion of training, students observe a certified trainer operate the vehicle. This provides insight into how they must handle the vehicle and how proper vehicle handling impacts the passenger experience. The trainer comments throughout the observation training, explaining to the trainees what he or she is doing.



- **Behind the Wheel (BTW) Training:** The behind the wheel (BTW) training portion of training affords the trainee the opportunity to master what they have learned in the classroom and on board the bus, to hone their driving skills. This training starts on a closed course, then moves on to the road. Behind the wheel, training confirms the trainee possesses the skills necessary to ensure the safe on-road operation of the vehicle. All trainees must demonstrate mastery of 26 specific defensive driving and performance skills before graduation. During these sessions, trainees are introduced to major trip generators, such as transit centers, adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.
- **Cadet Training:** After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators operate the vehicle and all on-board technology in service and interact with the passengers on a practical level. During cadet training, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented. *MV recognizes that not every operator is one hundred percent ready to enter revenue service after the base training program; MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.*
- **Post-Training Checks:** To confirm the effectiveness of our training program, we check each new operator's performance at 45, 60, and 90 days post-training.



## Foundation of our Program

Like our operations, our training is based on a foundation of safety and customer focus. Driving principles echoed throughout the learning process focus on safety, preventability, customer care, and outstanding service.



### LLLC Defensive Driving

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals The Four Driving Principles to Safety™:

LLLC is predicated on the concept that all accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. Whether an operator's action or



inaction contributed to the collision, the collision is preventable. LLLC teaches our operators to drive to prevent collisions, by looking ahead, looking around, leaving room, and communicating.

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving and effectively interact with others on the road to prevent collisions.

These principles are reinforced throughout MV's training program and provide trainees with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### Passenger Assistance

MV places a strong focus on passenger sensitivity and assistance. This training starts with educating our trainees in the various disabilities that our passengers may have and the diverse set of mobility devices they may use. Professional and compassionate assistance is core to our commitment to both safety and customer service.

During operator training, we tailor our passenger assistance session to the service we provide; however, all training emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers with equity and respect.

All operators are trained in the safe and careful boarding and securement of people using various mobility aids. This provides a realistic understanding of the time and attention required of this process.

Our training sessions include interactive sessions with trainees to foster an experiential understanding navigating the system with a disability. This includes having trainees board the bus using a mobility device, or with their eyes closed. We also invite representatives from the community, local advocacy groups, and care facilities to speak to our trainees during the classroom sessions. Here, trainees can ask questions and learn more about the various experiences of our passengers.

At the end of this training, operators must become certified in mobility device securement. This certification is administered annually to ensure the ongoing safety of our passengers.

### Customer Service Training

While customer service is reinforced throughout the entire training experience, MV dedicates four hours of focused customer service training. Developed by MV's learning and development team with input and feedback from our top





general managers, Platinum Connection Customer Service (PCCS) teaches trainees how to professionally and empathetically connect with passengers.

The program uses the acronym ACE to remind trainees of the strategies to achieve excellence in customer care:

- Awareness (self-awareness, awareness of customer expectations)
- Choice (communication – verbal and non-verbal, conflict management)
- Empathy (putting yourself in someone else’s shoes)

The PCCS program teaches employees how to make passenger-centric, solution-focused choices with a focus on personal responsibility. This interactive program uses video examples of customer service situations to guide participant discussion, and facilitator-led activities to enable participants to practice their customer service skills. Throughout the operator’s career, PCCS is refreshed during safety meetings to keep customer service at the forefront of all actions.

## 2. Scheduler/Routing and Dispatcher Training Program

**Provide a detailed description of scheduler/route and dispatcher training programs. Include subjects, training industry modules, number of days in the classroom and on the road, and the procedure and form certifying an individual is ready to schedule/route or dispatch in the service. Include materials; electronic media formatted material, videos, etc.**

MV’s training program for dispatchers and schedulers is built on sensitivity and customer care – critical components of paratransit service. As this team serves as the public interface for Pace’s City of Chicago ADA Dedicated Paratransit Services, it is imperative that its members are knowledgeable regarding the service, are skilled in customer service techniques, are well versed in ADA requirements, and are proficient in the use of the Trapeze software provided by Pace. To this end, MV provides this team with 64 hours of training in these areas.

During the transition Leslie Barnes and/or her team will oversee and conduct training for dispatcher/schedulers and will also conduct refresher training as needed.

Subject	Description
Service Overview (5 Hours)	Training begins with an introduction to MV and the City of Chicago ADA Dedicated Paratransit Services, followed by an overview of paratransit service and ADA regulations. This includes a discussion of employee



	expectations, Pace’s Paratransit Manual for Private Providers Contracting Directly with Pace, service hours, important phone numbers, and topics specific to assisting persons with disabilities.
Ride-Along (3 Hours)	To familiarize themselves with the service, passengers, and the nuances of on-road operations, schedulers, and dispatchers will participate in a ride-along with a vehicle operator.
Observation and Supervised Job Performance (36 Hours)	Schedulers and dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe his/her position’s duties in action. After the observation period, schedulers and dispatchers perform their job duties while under supervision.
Trapeze Training (12 hours)	Dispatchers and schedulers also receive training in the use of the Trapeze software. Provided separately to each position, this classroom training covers how tasks for each position are performed in Trapeze.
Customer Driven Service (4 hours)	MV’s proprietary four-hour customer service training program was recently developed and deployed by MV’s learning and development team and is described in detail in the vehicle operator training program section.

### Certification of Program Completion

A copy of MV’s dispatcher certification of completion form was provided in a previous submission.

### Training Materials

MV has provided a training binder in a previous submission.

## 3. On-going Training Program

**Describe on-going training/retraining programs, including subjects covered and proposed schedule for such training.**

Mr. Ovi Montes, safety and training manager, leads the mandatory monthly safety meetings. In addition to refresher training provided during these meetings, MV requires mandatory retraining at the following points of an operators’ employment.

### Staff/Dispatch/Radio Personnel

In addition to the 12 hours per year for monthly safety meetings, monthly departmental meetings are held where relevant topics are discussed. Customer service, efficient reporting, best uses of provided technology, etc. are discussed, providing an additional 12 hours of retraining per year.



## Supervisory Personnel

In addition to the 12 hours per year for monthly safety meetings, operations team meetings are held to discuss refreshers on reasonable suspicion, accident response, customer service, etc. This provides an additional eight hours of retraining per year.

## Maintenance Personnel

In addition to the 12 hours per year for monthly safety meetings, all maintenance personnel receive a minimum of 40 hours of retraining annually. This is comprised of safety meetings regarding pertinent safety matters such as OSHA, hazardous materials cleanup, PPE, etc.; as well as regular retraining from vendor experts on brakes, electrical, air systems, etc.

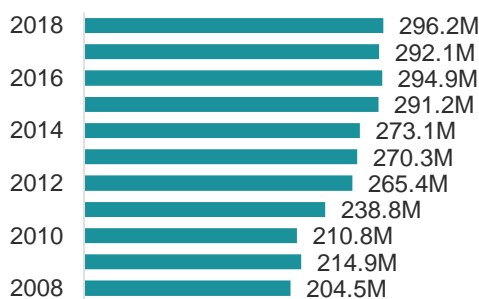
# D. Safety Program

## 1. Safety Programs and Procedures

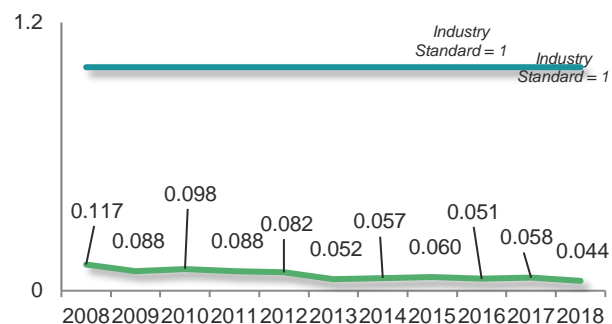
**Present safety program. Describe accident procedures, monitoring program, safety meetings (including frequency of meetings), awards programs, discipline steps, retraining programs, on the road monitoring, etc.**

In 2018, MV operated approximately 296,000,000 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – our company provides passenger transportation service in some of the most challenging operating environments. We have maintained stellar safety performance – with a 2018 accident frequency rating of just 0.044 preventable accidents that meet NTD reporting thresholds.

**MV Miles Driven**



**MV Preventable Accident Frequency\***



MV's safety and security program is built upon five core tenets of safe service operation:

- People perform their jobs well when they are motivated
- We must constantly remind our team of the importance of safety
- Providing opportunities for employee development improve safety performance
- Safety is enhanced with onboard monitoring systems
- Safety policies and procedures establish the framework from where our safety program will flourish.

ADA compliance is a critical component of MV's operator training program and ensures that the Company's operations are ADA compliant. During training, operators receive an overview of various disabilities as defined by the ADA, as well as an understanding of the law's requirements. Training also includes practical instruction in how to assist and secure passengers in mobility devices to ensure their safety and comfort.

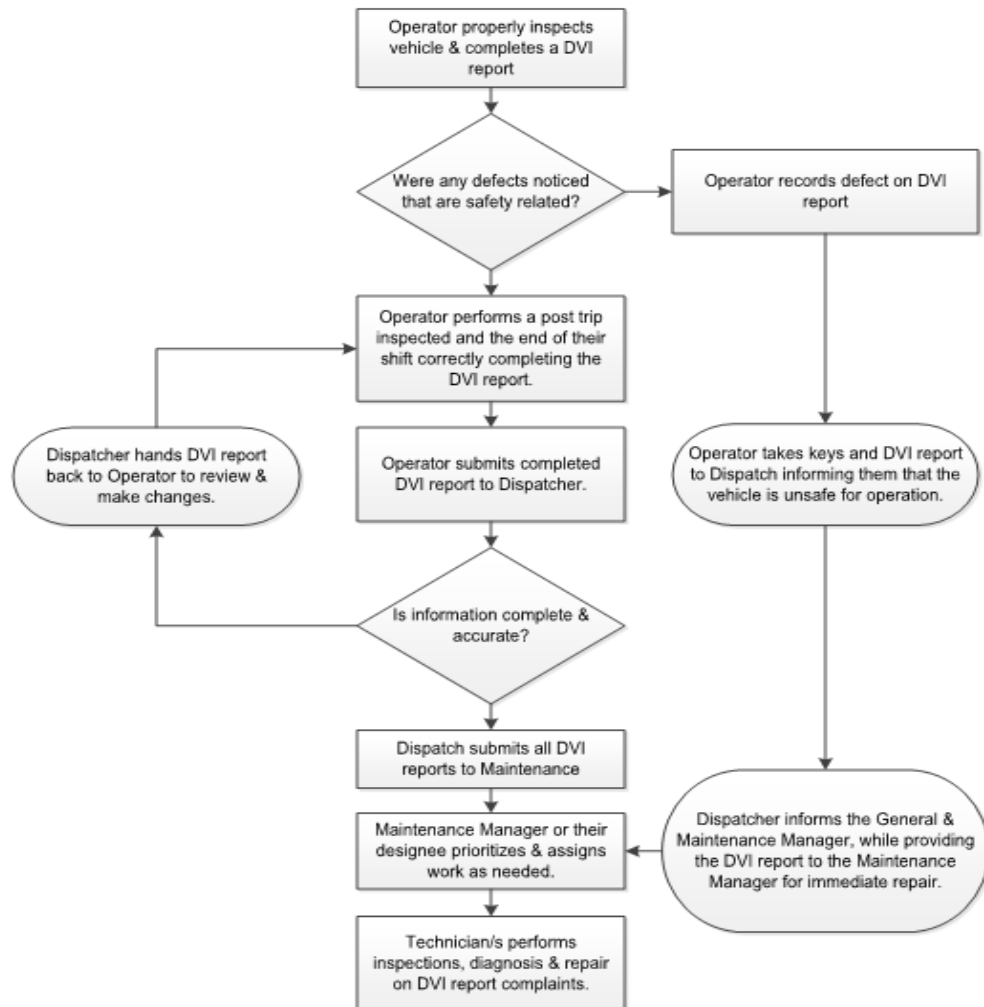
ADA compliance is upheld through MV's safety and maintenance programs. As part of MV's safety awareness efforts, employees must attend a monthly safety meeting, during which they receive refresher training in safety topics, which includes assisting passengers with disabilities and the safe securement of mobility devices. Mobility device lifts are cycled and inspected during each pre-trip inspection, and thoroughly inspected at each preventive maintenance inspection to ensure the safety of MV's mobility-disabled passengers.

Further, compliance with the provisions of this important law by all MV employees is monitored and enforced by the Company's legal and human resources teams.



## Pre trip Safety Inspection

As part of our safety program, operators will perform a pre-trip safety inspection that follows the flow chart process below.



## Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of our operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring our team together while promoting safety operating

behaviors – creating an environment where safety remains the basis for the company’s culture, celebration, and reward.

MV’s Pace team will work together to form either a safety committee or an employee steering committee. These groups will work together to develop motivational awards and company events that appeal to the local team. Some examples of successful programs include:

- **“DriveCam Event-Free” contest:** All operators participate in this monthly pool. A vehicle operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings, and their name is displayed on the company’s service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a preventable incident are eligible to win prizes, including televisions and mobile devices.
- In addition, each MV location participates in company-wide programs:
- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receives a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes our finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills, and strong attendance record. Quarterly, annual, regional, and national awards are presented.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** Our local management team hosts safety blitzes and other employee events to promote safety messages.

## Safety Awareness

### Safety Board

We provide a safety board in the operator break room and the maintenance shop. These monitors display audience-tailored content throughout the day, delivering safety messages, timely information, performance data, and import notifications from Pace.



Safety Board Content				
Corporate Information	Location Safety Scoreboard	Live Information	Maintenance Information	Call Center Information
<ul style="list-style-type: none"> <li>• Daily Safety Message</li> <li>• CEO Messages</li> <li>• Company &amp; Client Directives</li> <li>• Monthly Required Safety Meeting Topics</li> </ul>	<ul style="list-style-type: none"> <li>• Location Identifier</li> <li>• Accidents Month to Date</li> <li>• Days Without a Preventable Accident</li> <li>• Days Without a Work-Related Injury</li> <li>• Safety Meeting Dates &amp; Times</li> </ul>	<ul style="list-style-type: none"> <li>• DriveCam Clips</li> <li>• Current Weather</li> <li>• Breaking News</li> <li>• Live Traffic Map</li> <li>• Live Tweets</li> </ul>	<ul style="list-style-type: none"> <li>• OSHA Information</li> <li>• Shop Related Slides</li> <li>• DriveCam Clips</li> </ul>	<ul style="list-style-type: none"> <li>• OTP Statistics</li> <li>• Employee of the Month</li> </ul>

### Safety Messages

Daily, a corporate-issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



### Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All our Pace employees must attend this hour-long meeting each month.

We hold multiple meetings to accommodate operator and staff schedules. Maintenance safety meetings are held separately and focus on maintenance safety.

All safety meeting agendas are issued by our central safety team and address various safety-related topics. Additionally, monthly safety tasks are assigned to the safety meeting schedule.

Every MV location receives a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

## Safety Policy and Procedures

### Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. Our company safety manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, we issue documented safety guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines outline expectations regarding facility safety and upkeep.

### Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18-month period, or receipt of three (3) separate safety point assessments within a rolling 12-month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. DriveCam incidents will be assessed points based on severity; all others are assessed as follows:

<b>1 Point</b>	<ul style="list-style-type: none"> <li>Failure to cycle wheelchair lift</li> <li>Failure to do a proper vehicle inspection (DVI)</li> <li>Driver unbelted or improperly belted when legally required</li> <li>Failure to stop at a Railroad Crossing</li> </ul>
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<b>2 Points</b>	Unsafe maneuver(s) or act(s) Conviction of a minor traffic violation
<b>3 Points</b>	Backing incident or collision Rear-end collision Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift
<b>4 Points</b>	Preventable incident and/or collision up to \$15,000 in injuries or property damage
<b>5 Points</b>	Preventable incident or collision up to \$20,000 in injuries and/or property damage
<b>6 Points</b>	Preventable incident or collision in excess of \$20,000 in injuries and/or property damage Any preventable roll-away incident or collision regardless of damage amount Failure to properly secure/transport a mobility device Failure to properly secure/transport a paratransit passenger Failure to immediately report a citation or incident in a vehicle while in Company service tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with DriveCam or other monitoring equipment Any use of a cellular telephone or electronic device while operating a vehicle in Company service Conviction of a major traffic violation *

*(\*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.*

## Emergency and Security Plans

MV has specific plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).

- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV’s passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV’s operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP, which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration’s (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, the release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV’s Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration’s (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.
- **Additional health and safety plans include:** Fire Prevention Plan, Hearing Conservation Program, Hazardous Communication Plan, Illness Prevention Plan, Heat Illness Prevention Plan, and the Lock Out-Tag Out Control of Hazardous Energy Program.



### Monitoring Safe Driving Behavior Using DriveCam

As part of MV’s monitoring program, the company will continue to provide the on-board vehicle camera, DriveCam. Additionally, MV offers the Mobileye windshield-mounted monitoring device to aid in coaching and training and encouraging a safety-focused vehicle operator team.

### **DriveCam**



MV uses DriveCam’s DC3P Video Event Recorder to monitor each operator’s driving behavior. This system gives insight into how operators adhere to company and law enforcement policy and provides MV’s management team the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) will be mounted on the windshield of each vehicle. The unit continuously monitors the operator’s behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure the force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

When triggered, the system saves data clips for 10 seconds before and 10 seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam’s Risk Analysis Center where DriveCam’s trained professionals analyze the events (review, score, and comment on each event) for MV’s management to use in coaching operators and improving operator safety.

Events are stored on a web-based portal for 90 days. Afterward, all events are archived to in-house servers for historical data retention.

Please see the DriveCam brochure at the end of this section.

### **Mobileye® Collision Avoidance System**



MV will also install the Mobileye collision avoidance system upon Pace approval. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real-time.

Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear-end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning<sup>4</sup> when the following events occur:



- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected



Additional option for haptic warning (shaking seat) is available

- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the driver's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

Please see the Mobileye brochure at the end of this section.

### ***24/7 Camera System for Continuous Recording***

MV will use 24/7 Security, Inc.'s OmniView360 mobile video surveillance for each Pace service vehicle. This low-profile camera provides a clear, sharp view of the bus, even in high-backed bus seating. High-resolution images, clear audio quality, and superior night-vision ensure that all incidents are captured in all locations of the vehicle. Continuous video surveillance is a preventive measure that can promote passenger safety, prevent security incidents, enforce good driving practices, and deter vandalism. The 24/7 camera system conforms to Pace's specifications.

## **2. Complaint Investigation, Discipline, and Prevention**

**Describe how complaints will be handled with regard to investigation, discipline, and prevention.**

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit

professionalism and care when receiving a complaint. The company's general guidelines for handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, the customer will be transferred to a supervisor to gather information.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin an investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the regional vice president and Pace. Depending on the nature of the complaint either the general manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of any call recordings relating to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yield a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to Pace and the complaint will be logged and submitted with all monthly reports, as required.



## E. Emergency Procedures

### 1. Procedures for Vehicle Breakdowns

**Describe procedures for vehicle breakdowns and provide examples.**

Each day, MV’s maintenance team will prepare a spare vehicle. This vehicle is pre-tripped, parked at the facility and is ready to leave at a moment’s notice. The bus is clearly identified in the dispatch office. This procedure helps the City of Chicago team reduce response time in the event of an in-service breakdown.

#### *Example*

When a vehicle breaks down, or a road call occurs, the operator pulls over to a safe location and contacts dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatcher contacts the on-duty technician and then patches him or her through to the operator to assess the severity of the issue. The technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the technician remains on the radio and coaches the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the technician may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the technician must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this case, the technician drives the shop truck to the location of the vehicle and repair it at the site of the road call.
- **If a tow/wrecker service is required:** In this case, the technician works with the dispatcher, who coordinates this process.



The dispatcher logs each road call and the assigned technician completes a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road



calls in Trapeze EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

## 2. Accident and Incident Procedures

**Describe procedures for accidents/incidents and provide examples.**

MV has provided an accident and incident procedural description in *Section III.D. Safety Program*; however, MV has provided additional detail processes and a procedural example for Pace’s review below.

### Safety Leave

All accidents, incidents, or injuries (no matter how minor) must be reported immediately to the manager on duty by radio or telephone. Reports are filed no later than the end of the shift. In most cases, employees must return to the facility after the event to complete reports. Based on the initial evaluation by the manager and Pace’s original assessment of the occurrence, the operator may be placed on safety leave. Failure to immediately report an accident, work-related injury, passenger fall, or passenger injury may lead to dismissal from employment.

Upon completion of the initial accident investigation, determination of preventability is made. The operations and safety manager and the employee meet to discuss the event; if the operator did everything reasonable to avoid the accident, then it is deemed non-preventable. However, if the operator’s actions or inactions contributed to the accident, then the accident is considered preventable.

It is MV’s policy to immediately place any employee involved in a preventable accident that results in injury and/or damage greater than \$500 on *safety leave* from the time of the event through to the following workday. This is to allow the operator the time to relax, reflect and regain their composure before resuming their driving duties while guaranteeing the safety of both passengers and employees.

During this safety leave, the operations/safety manager and project manager both evaluate the accident. Depending on the severity of the accident MV’s corporate safety personnel, including the area director of safety, may also be involved in this process. Upon the employee’s return, they are required to undergo mandatory retraining before being placed back into service.



### Example

The following steps provide an example of an accident response to vehicle collision, using this information as the nature of the occurrence:

A Pace vehicle is rear-ended while stopped at an intersection. One passenger is aboard. Neither the passenger nor the operator is injured. Damage to the vehicle is minor and creates no safety hazard in movement.

1. Operator checks to make sure he has not been injured. (Had the operator been injured, they would radio their condition to the on-duty dispatcher and remain immobile until medical assistance arrived.) The operator checks on the condition of the passenger, who claims not to have received any injuries. The operator makes an initial assessment of the safety of the vehicle (neither in the roadway nor in danger of fire).
2. The operator puts the 4-way flashers on to indicate the vehicle is temporarily disabled, to prevent additional accident.
3. Operator radios into the dispatcher the condition of the passenger, the vehicle, the location of the accident and provides an initial assessment of the situation.
4. The manager verifies the need for police involvement, (and no other emergency personnel in this occurrence).
5. A call is placed to the police emergency number where the accident occurred. A copy of police emergency numbers is maintained at each dispatch station. (IF both vehicles are functioning and damage is under \$500, the police are not notified.)
6. The operator makes sure the passenger is comfortable and secure. Then the operator takes the safety triangles from the vehicle and places them appropriately around the accident area.
7. The operator checks on the condition of the other operator, the vehicle and any other occupants. (If any additional medical or emergency care is needed, the operator will relay this information). The second operator is notified that police assistance has been requested and all parties are required to stay in the area until their arrival.
8. Any witnesses that come forward are recorded with name, contact number, and initial statements.
9. A road supervisor is dispatched to the scene of the accident. A safety kit is brought along. The kit has accident reports, a digital camera, emergency equipment, and lighting.





10. Dispatch staff has evaluated the route schedule and redistributed the remaining rides from the schedule of the accident vehicle. The passenger on board the vehicle involved in the accident is booked a new ride from the accident scene to their destination. Remaining rides for this individual are adjusted to accommodate the changes and emergency contact personnel are advised of the situation.
11. The operator has determined that the vehicle is safe where it is located and does not move it (maintaining the integrity of the accident scene).
12. Police personnel arrive. The operator introduces himself to the officer and advises him/her that the passenger is uninjured and has another ride scheduled and requests that their statement be made as soon as possible so as not to further detain their ride.
13. A road supervisor arrives at the scene and reminds the operator that his/her responses to the officer must be limited to brief factual statements and not include any suppositions or derogatory comments.
14. The road supervisor takes photos of the scene with a cell phone identifying damage to both vehicles, the location of the point of contact (with reference to a geographic point), any indicators of the occurrence on the roadway or surrounding the scene.
15. The road supervisor/safety manager determines if the accident meets FTA Post Accident drug testing and/or Reasonable Suspicion requirements and notifies the operations/safety manager.
16. The passenger is picked up and delivered home or to the originally scheduled destination based upon their preference.
17. The operator completes his statement to the police officer and verifies that the state accident report form is completed properly.
18. All safety equipment is collected and re-stored before the vehicle departs the scene.
19. Upon completion of the police investigation, if Drug Testing is required for the operator, he/she is escorted to the medical facility by the road supervisor.
20. The road supervisor at the scene supervises the completion of the Pace accident report, either at the medical center or at the division dependent upon the testing requirements.
21. The manager or dispatcher calls the Pace Emergency Hotline (within 20 minutes) and informs them of the accident details as follow-up to the initial notification. After the call, the accident report is emailed to Pace. The original is sent to Pace.



- 22. A copy of the accident report is also emailed to the Pace claims department within 24 hours.
- 23. In this example, the accident was deemed non-preventable by the manager and the operator would be released for availability of service the following day, dependent upon the condition of the employee.
- 24. A copy of the accident report is filed in the Accident Log and in the employee's file.
- 25. The official police report is requested as soon as available, usually 48 hours. This is also forwarded to Pace with copies in the accident log, pictures, DriveCam video, and the employee file.

### 3. Procedures for Facility Utility Incidents

**Describe procedures for facility utility incidents - electrical failure, flood and fire that may impact service. Include type of generator, how fueled, time and process to cut over, and duration of time it may be used. Describe routine testing procedures and previous experience with the system.**

During the transition, MV will work with Pace to establish the following:

- Emergency locations, including alternate command centers and/or shelters
- Chain of command and communication
- Event severity thresholds and what level of service is acceptable at each threshold

MV maintains a Continuity of Operations Plan (COOP) that enables MV to continue operation during emergencies. If a situation arises that adversely impacts or threatens MV's ability to perform essential functions, such as a fire, power outage, or flooding at the facility, MV's COOP may be activated by the general manager or designee. This plan is available upon request.

During new employee orientation and then once a year during safety meetings, MV will review the COOP and the company's emergency action plan, confirm safe meeting points, identify team members that may need assistance to safely exit the building, and identify what equipment or other items to bring out of the building. This approach will ensure that the team can respond safely and quickly to a facility emergency.

MV also ensures proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team will set up the local



computer network to ensure proper connectivity, security levels, password protection, and local technical support.

The generator that MV has on-site is a natural gas Generac, model RG04524GNSX. When it senses a power loss, it immediately cuts over and will run until power is restored. Every Monday, it is automatically tested, and a report is sent via email, copying the vendor Kozy Mechanical, noting if it is working properly or any defects. MV has been working with this generator for three years with minimal maintenance and no issues.

## Flooding

When a flood advisory is issued that may impact the facility, MV will immediately contact Pace to discuss the next steps. MV will also follow the guidance of the established COOP.

To ensure safe on-road operations, dispatchers and management will check the weather forecast, flood advisories, and road closure warnings frequently. Operators are trained in emergency management and communications, how to safely operate the vehicle during severe weather events, and what steps to take if on the road when a flood advisory is issued. Throughout the service day, the management team and road supervisors monitor weather and road conditions for safety.

## Fire Procedures

MV's approach to facility fires begins with prevention. MV provides each operation with a Fire Prevention Plan that complies with OSHA standards on fire prevention. This plan outlines steps to eliminate fire hazards with the goal of preventing loss of life and property. The plan assigns fire safety tasks to managers, supervisors, and staff to minimize risk in the maintenance shop and offices. Staff receive annual training in fire prevention. Each location is subject to fire inspections to ensure compliance with fire and safety codes. MV's Fire Prevention Plan is available upon request.

In the event of a fire, MV's team will follow the following procedures:

**Other Staff**

- Clear the area of all other personnel. Instruct all personnel to evacuate the facility.
- Confine the fire by closing the door to the area.
- Activate the fire alarm pull station.
- Evacuate the facility using the closest exit route. Once employees have evacuated the facility they may not go back in until instructed to do so by their supervisor.
- Assist other employees with evacuation, if needed.
- Employees shall report to their supervisor or other lead personnel in the designated evacuation area for their workstation.



**Managers,  
Supervisors, Lead  
Personnel**

- Respond to all reported fires and direct the actions of employees.
- Ensure that necessary actions such as evacuation, accountability of personnel, fire suppression of incipient fires, etc. are initiated.
- Advise and/or assist emergency personnel with pertinent information such as utility shut down, floor plan layout, contents of facility, hazardous materials storage etc.
- Relocate employees to an area of safe refuge, if necessary.
- Establish telephone communication capabilities to allow employees to notify relatives or friends of their whereabouts and status.
- Establish a telephone response line for incoming questions from employee’s relatives concerning site activities.

## 4. Backup Procedures

**Describe backup procedures for voice communication interruptions that may impact service. Exhibit B Page 6 of 10**

**Include type of system, time and process to cut over, and duration of time the system may be used. Describe routine testing procedures and previous experience with the system.**

### Backup Plan for Power Outages

MV’s City of Chicago facility is equipped with a backup generator on site, which includes scheduled testing to ensure it is always fully operational. Details on the generator and testing are provided in Section IV.J.3. *Procedures for Facility Utility Incidents*. Pace provides the computers and systems and tests the equipment

### Manifest Back-Up Procedures

MV’s City of Chicago dispatch team will export all the manifests nightly to an external drive along with a digital version of the cross-reference report and roll out. The location has access to two separate printer systems – allowing our team to immediately print a hard copy as needed or take the external drive to a local FedEx office to print as an additional option.

One of the reports that MV will provide under the Viewpoint system is an automatic report generated every hour that is sent to an e-mail account that contains a real-time view of the remainder of every route in MV service in an excel format. This will be made available to other contractors at Pace request. Should the full system or MDT’s go down this reporting can be used to dispatch for the remainder of the service day. MV’s best practices procedure for this is available upon request.



## Communication Between Operators and Call Center

If there is an incident affecting service, MV will communicate details of the circumstance with action plans to the RMMCC and Pace management. The RMCC will remain updated throughout any duration of an outage or situation until resolution and service is operating as scheduled. Vehicle operators will receive notification and direction related to any situation that directly affects service and their passengers.

## F. Understanding the Project and Service to be Provided

### 1. Identifying and Handling Challenging Aspects

**Identify the aspects of the project that you view as the most challenging to handle. What specific actions do you plan to take?**

As an experienced Pace provider, MV has had the opportunity to demonstrate successful operational understanding, flexibility, and responsiveness as it relates directly to the paratransit services.

MV has addressed concerns during the company's tenure in representing Pace through active contracts and offers significant procedures developed to ensure MV continues to meet Pace's standards. The examples below are directly related to a service concern and MV's subsequent response.

#### Ensuring Sufficient Quantity of Personnel

Hiring sufficient quantities of personnel for the service is equally important as the quality of training that MV provides its employees. MV's formal on-boarding program is structured so that it not only recruits talent to join the team, but it also helps retain the best talent in the market place. MV has a large standing in the Chicago area and can leverage prequalified and trained resources from the region and country, at a moment's notice, to ensure proper staffing levels are in place to meet service demand. Retention of employees speaks to MV's success as a contractor for Pace. MV has worked closely with local centers, such as the Anixter and SEARCH Developmental Center, for on-site training of employees. This training helps guide MV's employees in their interactions with people with disabilities. MV will continue similar partnerships to ensure the company stay abreast of passengers' needs.



The company's Best Practices Play Book for Employee Recruitment includes the following elements:

- Professional recruiters with discreet hiring goals
- Add posting and reposting to keep fresh
- Recruitment signage in key locations
- Post advertisements on all sourcing platforms (Indeed.com, CareerBuilder, Craigslist, MV website, zip recruiter, and local no-cost sites)
- Sign-on bonus
- Create/distribute flyers to all community outreach partners
- Job fairs within the community
- Hold on-site hiring events
- Market and promote our referral bonus to all current employees
- Park MV training bus in visible locations throughout the city to market our operator opportunities
  - > Pay and take applicants to DMV/Secretary of State to obtain their MVR
  - > Call all boomerangs (3500) from the past year who applied for our positions
  - > Work with a recruitment solution company to increase our visibility and enhance our current recruitment plan. Advertise in other platforms to include radio, internet, and dedicated sources for operator applicants at the local location.



## 2. Phone System

**Explain the phone system you will utilize for this project. If an alternative phone system structure is being proposed, explain how requests for each service component will be identified. Be specific on the system's capabilities, number of lines, expansion capabilities, etc.**

MV's proposal includes installing the complete Voicemaxx CE system. MV has provided colored brochures detailing phone system features at the end of this

section. MV provides enough lines for expediting access to communicate with RMMCC and all other functions required for conducting business.

### Phone Recording System

Pace requires the service provider to manage the call recording function. MV will provide the Voicemaxx Call Recording Software. This system’s capabilities include call recording, live and auto call monitoring, employee performance monitoring, and call archiving for later playback and review. In partnership with Pace in achieving high-quality customer service and operations transparency. MV can analyze these wave audio file recordings to identify areas requiring improvement in areas such as risk management, quality assurance, passenger relations, dispute resolution, and adherence to procedural compliance requirements. Employees can listen to their recording for self-evaluation and can share best practices with the team. This process also recognizes outstanding employee performance resulting in training/mentorship for consistency in passenger interaction.

A brochure with additional information for the Voicemaxx CE Recording Software is provided at the end of this section.

### Telephone Redundancy Plan

MV’s phone system has complete redundancies and can be rerouted in the event of an emergency. Please see *Section IV.E. Emergency Procedures* detailing MV’s action plan during outages.

## 3. Radio System

**Explain the radio system for this project, including coverage area, channels available for voice communication, channels available for data communication (if any), and specifications of system. Indicate whether the system operated off a frequency assigned to or owned by the company or if a communications service or network is used.**

### Motorola MOTOTRBO Two-way Radio

MV is proposing the MOTOTRBO hand-held, two-way radio as an option for migration as our push-to-talk radios are phased out of use. This Motorola system uses a base package, portable units, and mobile units to ensure clear, reliable communication. The CB radio system will transmit throughout the service area. MV has provided brochures at the end of this section.



### Motorola Base Package

The MOTOTRBO base model operates over UHF Band 1, UHF Band 2, and VHF with 1000 channels, as well as Wi-Fi. It operates with analog or digital signals and supports WPA, WPA-2, and WEP security protocols. It offers microphone distortion control and an acoustic feedback suppressor.

### Motorola Portable Unit

The MOTOTRBO portable radio is a pocket-sized radio that offers UHF and VHF frequency bands using 32 channels, as well as integrated Wi-Fi capabilities. It provides digital and analog communication with a protection feature that guards against eavesdropping with encryption of voice traffic. The radio provides an automatic volume control based on background noise and can initiate an emergency process.

### Motorola Mobile Unit

The MOTOTRBO mobile unit offers integrated voice and data with a multitude of features. It can operate over UHF and VHF frequency bands using 1000 channels. The mobile unit can initiate an emergency process and offers GPS for location monitoring. It can operate in conventional mode or using direct, radio-to-radio mode.

## 4. Integration of Service Components

**Provide a detailed explanation of proposed plans to integrate service components.**

MV has successfully integrated other Pace service components and the company understands that service efficiency and capacity is maximized through this integration. MV’s team manually adjusts schedules to ensure maximized efficiency and coordinates transfer trips with the NMMCC and the RMMCC when required.

As one of the largest providers of paratransit services for Pace, MV is afforded the advantage of flexibility in operations and facilities throughout the service area. In addition, MV also brings experience in methods of providing efficient, customer-focused service scheduling vehicle deployment based on vehicle revenue hours, having flexibility in assigning staff, and adjusting scheduling and dispatch as needed.

As the City of Chicago ADA Dedicated Paratransit Service evolves, MV will continue to work with Pace in creating additional efficiencies through the





integration goals set forth by both organizations. MV's commitment to Pace includes accessibility to the company's numerous existing MV facilities located across the Pace service area. These established operating facilities streamline trips and increase the volume of passenger transfers.

## G. Understanding Pace Policies

**Describe differences between Pace policies listed in Exhibit G and your current policies. How will you make changes to comply with Pace policies?**

### 1. Differences in Pace and MV Policies

The following is a summary of the differences between Pace and MV policies and an explanation of how MV manages the differences:

Pace Policy	MV Policy	Resolution
<b>Pace has its own pre-pullout vehicle inspection form in duplicate copy.</b>	MV has a corporate provided pre-trip inspection form in triplicate copy.	Pace has allowed MV to use its form in order to accommodate vehicle post-trip.
<b>Pace has its own PM inspection form.</b>	MV has its own PM inspection forms.	MV uses the Pace PM inspection forms.
<b>Pace requires use of its own accident/incident forms and procedures.</b>	MV has its own accident/incident reporting procedures & forms.	MV uses the prescribed Pace accident and incident reporting procedures & forms.

MV complies with all Pace policy and procedures and defers to this when and if differences between company policy and procedure exist.

### 2. Responsible Individuals

**Monthly reports**  
**Employee information**  
**Accident/Incident information**

Tasks are completed by the following management personnel:

- Submittal of Monthly Reports – The entire management team submit all monthly reports to Pace as required as part of their job function.



- Employee Information – Operations managers maintain and provide Pace with employee information.
- Accident / Incident Information – Safety and training manager maintains and provides Pace with accident and incident information.

## H. Start-up Plan

### 1. Start-up Steps and Responsibilities

**List steps involved in the start-up plan, dates associated with each step, and individuals or positions responsible for implementation. BE SPECIFIC.**

All management staff currently at the 45<sup>th</sup> Street facility will be prepared for the new term’s implementation. The three primary areas that will require focus are staffing/recruiting, fleet acquisition, and IT procurement and installation. All steps for these three areas will begin after the award date, and MV anticipates plenty of time before the startup date. Please see the startup plan attachment at the end of this section.

### 2. Responsible Individuals

**List the individual(s) or position(s) responsible for the following during the startup:**

- training of drivers**
- training of dispatchers**
- supervision of drivers/dispatchers/mechanics**
- submittal of employee information**

#### Training Drivers

MV’s safety and training manager, Mr. Ovi Montes, ensures all vehicle operators receive the training outlined in *Section II.C.1 Operator Training*.

#### Training Dispatchers

MV’s operations managers lead dispatcher training and will make certain the dispatching staff receive required training.



## Supervision of Drivers, Dispatchers, and Mechanics

Jesus Valenzuela, general manager, will oversee all management of the staff during the transition of the new contract term with Pace. He is assisted by the Pace management team.

## Submittal of Employee Information

Mr. Ovi Montes, safety manager, will distribute, collect, and submit employee information as determined by Pace, upon their receipt of request.

### I. Revenue Vehicles

#### 1. Proposed Revenue Vehicles

**Revenue vehicles proposed must at minimum comply with the requirements described in Exhibit I, Section IV. Vehicles and Attachment 6. Revenue Vehicle Requirements.**

MV will be providing new vehicles for the new term, comprised of EIDorado shuttles. Each vehicle will be outfitted with tablets, two-way radios, AVL, and GPS. MV's proposed revenue fleet will comply with all Pace outlined vehicle requirements.

#### 2. Fleet

**List fleet in Pace Revenue service on the form provided in Exhibit I. Scope of Work, Attachment 7. Sample Fleet Vehicle Information Form.**

Please find MV's proposed fleet for the completion of this work on the sample fleet vehicle information form as part of this submission.

#### 3. Revenue Vehicle Specifications

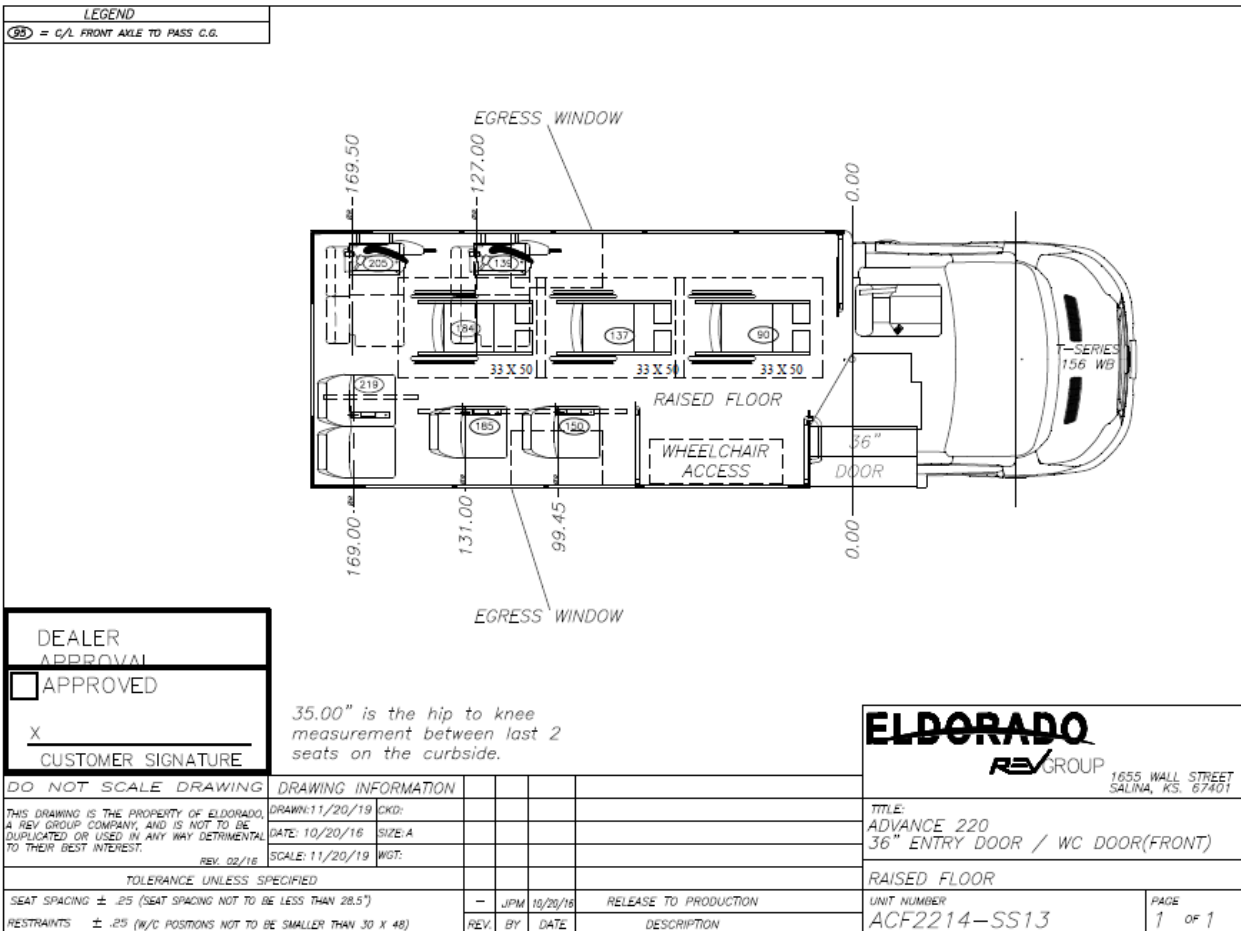
**Provide vehicle specifications to be used for procurement of revenue vehicles in Pace service.**

MV proposes 141 ADA shuttle buses manufactured by EIDorado built on a 156" Ford Transit chassis. MV has confirmed that this vehicle has met all requirements as found in amendment number four.



## 4. Floorplan of Proposed Revenue Vehicles

MV is pleased to provide a floorplan of the Eldorado shuttle bus.



\* Pending Pace Approval \*



# **Attachment 7 Fleet Vehicle Information Form**

**CITY OF CHICAGO PARATRANSIT SERVICES  
ATTACHMENT 7: SAMPLE FLEET VEHICLE INFORMATION FORM**

<b>Fleet/Vehicle Information</b>									
<b>#</b>	<b># of Vehicles Vehicle ID#</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Ambulatory Capacity</b>	<b># WC Positions</b>	<b>Odometer Reading</b>	<b>MDT/ Tablet/AVL/ GPS/Other</b>	<b>Attach Floor Plan and Specs</b>
1	138	2020	EIDorado	Ford Transit 156" Chassis	8	2	New	Tablet / Two-way Radio / AVL / GPS	Floor Plan in proposal
2								/ Camera System	Specs provided previously
3	3	2020	EIDorado	Ford Transit 156" Chassis	4	3	New	Tablet / Two-way Radio / AVL / GPS	Floor Plan in proposal
4								/ Camera System	Specs provided previously
5									
6									
7									
8									
9									
10									

*form will be provided in Excel*

## IV. Maintenance Program and Facility

### A. Maintenance/Preventive Maintenance (PM)

#### 1. Explanation of Program

**Explain the PM program. Does it meet the Pace program in Exhibit G?**

This section serves as MV’s maintenance plan for City of Chicago ADA Dedicated Paratransit Services. If Pace awards MV this contract, the company will base its annual FTA-required maintenance plan on this narrative. MV will continuously develop this document, which will serve as a “living document”; MV will update it as needed and review it annually for compliance to new rules, regulations, and laws, in partnership with the FTA. MV’s preventive maintenance program meets Pace requirements found in Exhibit G.

#### Purpose

This specific document outlines the maintenance program for MV, which will be employed by Pace for the provision of services to the City of Chicago ADA Dedicated Paratransit Services system. MV considers all information, standards, and guidance provided within to be its responsibility.

The purpose of the Vehicle Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines, to which it will reference to ensure the highest quality maintenance program, and to maintain a fleet while minimizing service interruptions and road calls. In doing so, MV will provide safe, clean, and dependable equipment at the lowest cost possible.

#### Policies, Goals, and Objectives

A primary focus on the vehicle maintenance plan is its use in the evaluation and monitoring of MV’s maintenance operations. This program sets forth the performance areas and measurements that serve as the standards for MV’s contract compliance. These standards comply with MV and Pace’s policies, goals, and objectives; industry standards; and accepted maintenance procedures – including training functions.

This maintenance plan will be a blueprint for MV’s maintenance department; the information included herein outlines the responsibilities of MV and its maintenance team. This plan is not a policy manual; however, it will work in



conjunction with MV's maintenance policy manual, and related maintenance and safety programs. MV's policy manual, and related maintenance and safety programs are available upon request.

## Objectives for this Contract

Based on MV's experience operating this service, Pace RFP No.419292, and MV's best practices, the company has developed the following preliminary goals and objectives for its City of Chicago maintenance department. Please note these goals and objectives are subject to change based on Pace and MV recommendations.

For 2017 MV logged 3,697,637 miles traveled with 114 road calls. This calculates to 32, 435 miles between road calls. In 2018, MV traveled 3,127,425 miles with 101 road calls for 30,964 miles between road calls.

### Objective #1 - Meet or exceed industry standards for maintenance performance indicators.

- Road calls will be reported to Pace every month. Road call performance is measured as a ratio of total miles driven, where the standard is no less than 1 road call per 10,000 miles/25,000 miles.
- MV will maintain an adequate level of vehicles in-service. This will be measured as a ratio of in-service vehicles per mechanic; where there are no more than 14.5 in-service buses per mechanic.
- MV will maintain an adequate level of vehicle service personnel. This will be measured as a ratio of in-service vehicles per vehicle service worker; where there are no more than 18 in-service buses per vehicle service worker.
- MV will maintain an adequate spare ratio based on anticipated total fleet requirements (where total fleet is peak requirements, plus incidental needs such as scheduled maintenance, marketing, training and safety, accident repair, major overhaul and spares to facilitate planned rebuild projects). The spare ratio is measured as a percentage of spares to the anticipated total fleet requirements, where the number of spares is no less/more than 10 percent of the total fleet.
- MV will track engine and transmission wear through oil sampling; this is measured during every oil change.





## Objective #2 - Continue Appropriate Inventory Control and Management Activities

- MV will maintain an adequate parts inventory. MV measures parts inventory as a per-vehicle dollar amount, where the amount will not exceed \$500 for vans and light buses (paratransit) and \$2,500 for large/heavy-duty transit buses (fixed route).
- MV will establish and maintain minimum and maximum inventory levels and purchase parts in order to maintain this standard. MV will use the Trapeze EAM (T-EAM) system to set and manage these thresholds when purchasing parts.
- MV will conduct a physical count of inventory at least twice per year. MV will measure its performance in this area based on the recorded book value of parts, ensuring that the book value is within  $\pm 3$  percent.

## Objective #3 – Setup and Maintain Preventive Maintenance

MV will ensure all inspections are performed on-time, pursuant to its preventive maintenance schedule. The on-time performance will be measured as a percent of preventive maintenance inspections exceeding the FTA requirement of  $\pm 10$  percent of the interval indicated by vehicle type/year. In total MV will achieve an on-time performance rate of no less than 96 percent at each preventive maintenance levels.

MV will ensure all inspections are performed on-time, pursuant to its preventive maintenance schedule. The on-time performance will be considered on-time at 3,000 miles or 90 days, whichever comes first. In total, MV will achieve an on-time performance rate of no less than 100 percent at each preventive maintenance levels.

## General Maintenance Guidelines

### Daily and Periodic Maintenance Fueling, Cleaning, and Repair

Fueling, cleaning, and minor repair is generally conducted during evening and night hours. MV will emphasize preparing the maximum number of vehicles for daily pull-out. Examples of these activities are:

- Drive bus to the fuel island

- Check engine coolant level
- Fuel vehicle
- Check engine oil level check transmission fluid level
- Bump front and rear tires for low pressure (this is also performed as part of the operator's pre-trip inspection)
- Clean interior and inspect for graffiti, cut seats, glazing, lights, fire extinguisher, mirrors, and body for damage or defects
- During servicing, make observations of air pressure, transmission, brake operation, and lights
- Record all fluids additions
- Record hubometer/odometer readings
- Report all observed defects for correction
- Clean exterior as scheduled
- Inspect buses scheduled for safety/brake checks, drain air tanks of condensation as scheduled
- Repair buses reported by service personnel for defects; test to confirm repair
- Route any buses reported with minor defects (by operators) for repair; test to confirm repair
- Repair buses that failed in service (i.e., road calls) and tested to confirm repair
- Park buses in appropriate locations; place buses without defects in the area ready for service; place buses with defects in the area for repair operations
- Record all repairs in Maintenance Information System (MIS)
- Park cleaned and repaired buses that are ready for service
- Buses that cannot be repaired prior to morning pullout are held out of service for continued repair



### Unscheduled Repairs

During the day, MV will perform unscheduled repairs daily, as the need presents. These include the circumstances described below:

- When a vehicle fails in-service, MV will return the vehicle to the garage for diagnosis and repair; or, mobile mechanics will repair it in the field.

- Operators may report defects when they return to the garage during scheduled time. Mechanics will check these defects prior to afternoon pullout.
- MV will always maintain all accessible bus features in proper working condition. MV will repair any accessible equipment failures promptly – no vehicle will enter service without a working lift. MV will maintain available lift-equipped vehicles to ensure it meets all services levels adequately.

### Intermediate Maintenance

Mechanics must perform lubrication and inspections to ensure that the vehicle is in operating condition without failure or wear-out of components. Examples of actions are as follows:

- MV will clean buses after each inspection. This includes interior cleaning, exterior washing, engine, and chassis washing.
- Mechanics review all previous defect reports to determine areas requiring special attention (including body damage)
- Mechanics inspect all major systems (such as engine, A/C, windows, transmission, doors, chassis, seating and wheelchair lifts). Typical inspection checklists are available upon request/provided previously.
- During preventive maintenance inspections, mechanics perform all lubrication and change of various fluids based upon mileage

### Periodic Unit Removal and Replacement (Predictive Maintenance)

MV schedules preventive maintenance in a manner that minimizes road failures due to lifetime unit failure. When possible, MV will plan the replacement or rebuilding of a vehicle component based on a periodic schedule. The benefits of this approach include:

- Reduced unscheduled maintenance
- Minimized downtime and reduced costs due to planned parts and material procurement
- Reduced need to inspect and test “wear out” components
- Reduced overall cost of the overhaul



# Inspections and Scheduled Maintenance Activities

## Daily Maintenance and Vehicle Inspections Pre-trip

Each day, operators perform daily vehicle inspections prior to entering service. This 12-minute inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts\*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks\*
- All glass and mirrors are in good condition and without chips or cracks\*
- All lights are operational (headlights\*, clearance lights and reflectors\*, turn signals, backup lights and alarm, emergency flashers\*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure\*
- Windshield wipers, washer, radio, horn, passenger door are all operational\*
- Registration and insurance are valid, and registration is visible
- Brake pedal\* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight\*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers\*, accident packet\*, and body fluid kit\*)
- Lift is operating in both electronically and manually and is free from leakage\*
- Lift interlock is operating properly\*

Note items marked with asterisks (\*) are re-inspected during walk-around mid-trip inspections, during shift changes.

## Post-trip

Upon return to the yard, the operator performs a 5-minute post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure



- Windshield wipers, washer, radio, horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight
- Fire extinguisher is fully charged
- Accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

## Defect Repair

- If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.
- The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)
- If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.

## 2. Preventive Maintenance

**Explain preventive maintenance to be done in-house and that which will be contracted out.**

As one of the largest fleets in North America, Pace requires a contractor who understands the vehicle wear and service trends. The continued success of these services is largely attributed to proactive vehicle care. MV's preventive maintenance program meets Pace requirements; the company follows Pace guidelines and schedules for all vehicle maintenance outlined in the Pace Paratransit Manual and Pace's program within the RFP.

Whenever possible, MV will provide preventive maintenance in-house at our 45<sup>th</sup> Street facility. Warranty-covered work is contracted out.

## Preventive Maintenance Program

A strong preventive maintenance (PM) program minimizes vehicle downtime and supports MV's goal of scheduling more than 80 percent of all maintenance

activities. The company’s systemic approach to vehicle care places a focus on preemptive care and seeks to minimize reactive repair.

Mid-level technicians typically perform preventive inspections and repair within 500 miles of the required interval (or pursuant to contractual requirements). As inspections are due, MV’s maintenance manager will schedule service during off-peak hours to maximize fleet availability during times of highest service demand. Sample schedules are provided below pursuant to RFP requirements; custom schedules will be developed for the Pace fleet.

## Paratransit Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior (lights, safety equipment, etc.)</li> <li>▪ Brake testing</li> <li>▪ Door and/or lift/ramp operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Steam clean/pressure-wash engine</li> <li>▪ Mobility device lift inspection and service</li> <li>▪ Climate control systems inspection</li> <li>▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Air filter change</li> <li>▪ Fuel filter change (if applicable)</li> <li>▪ Wiper blade change</li> </ul>
C	12,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>
D	15,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ Coolant service</li> <li>▪ Rear axle service</li> <li>▪ Complete tune-up pursuant to manufacturer’s specifications</li> <li>▪ Evacuate and recharge the air conditioning unit</li> <li>▪ Serpentine belt change</li> <li>▪ Engine and transmission fluid/oil analysis</li> </ul>

## Documentation

The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic will document all



preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection will repair any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

## Systems Maintenance

MV maintains all mechanical, electrical, fluid, air and hydraulic systems such that they are always safe and in working conditions.

## Clean Air Standards

MV performs annual emission/opacity inspections as required, to meet all applicable clean air standards, and has all associated permits and licenses and make sure all required charges and fees are paid.

## Heating and Cooling Systems

MV requires that its shops always regulate passenger compartments to maintain comfortable temperatures under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV will conduct seasonal HVAC inspections.

The table below represents MV’s air conditioning PM cycle. A detailed inspection checklist is included in a previous submission.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
•	•	•	Check refrigerant charge (ball floating in receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.





Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. <b>NOTE: The dehydrator should be changed anytime the system is opened.</b>
		•	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
•	•	•	Visually inspect clutch armature for wear and overheating
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus or belt manufacturer for proper tension).
•	•	•	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low-pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
<b>ELECTRICAL</b>			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
	<b>Semi-annually</b>		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	<b>Semi-annually</b>		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	<b>Semi-annually</b>		Check condenser fan motor speed, voltage and amperes (all motors).
	<b>Semi-annually</b>		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.



Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).
<b>STRUCTURAL</b>			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
<b>Semi-annually</b>			Lubricate evaporator fan shaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).

*\*If applicable. \*\*Twice monthly during air conditioning season.*

## Oil Analysis



**COMPLETE FLUIDS ANALYSIS**  
• SINCE 1978 •

Oil analysis is an excellent way to assess equipment condition, by detecting abnormalities before major issues arise. During the preventive maintenance inspection, the mechanic will pull an oil sample and send it Titan Labs for all analyses. Titan posts results of all analyses online within 24-hours of receipt.

Reports are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping. MV can also provide Pace access to online oil sampling reports.

## Mobility Lifts and Ramps

To ensure the safety of passengers in mobility devices, MV performs frequent inspections of mobility device lifts and ramps, as follows:

- **Daily Inspections:** During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not

cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

- **PMI Inspections:** Mobility device lifts are inspected and cycled at each preventive maintenance inspection threshold. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.
- **Annual Inspections:** MV performs annual inspections of mobility device lifts. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working.

Mechanics receive online and on-site vendor training for lift inspections.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

### 3. Number of Mechanics and Responsibilities

**List the number of mechanics (by grade) and mechanic's helpers. List shift(s), responsibilities, supervisors by shift, and the person responsible for scheduling PMs. Include experience of the individuals.**

The Pace fleet will be well-maintained by an adequate number of mechanics with oversight by Maintenance Manager Jon McGuire. The staffing levels have been provided within the following table for 25 percent of the revenue hours for Pace City of Chicago ADA Dedicated Paratransit Services.

Employee Count	Mechanics by Grade	Shift Responsibilities	Supervising Manager
2	A Level	Performs the most difficult repair tasks and supervise subordinates. A full job description is provided below.	Maintenance Manager
5	B Level	Performs general maintenance, troubleshooting and diagnosis, and/or repairs to a broad range of vehicle systems. A full job description is provided below.	Maintenance Manager
1	C Level	Performs minor repair, oil changes. A full job description is provided below.	Maintenance Manager
6	Utility	Fuel and clean vehicles.	Maintenance Manager



## Maintenance Manager Responsibilities

MV's Maintenance Manager John McGuire is responsible for scheduling all preventive maintenance inspections.

The maintenance manager is responsible for the safe and effective operation of the Pace fleet. This person reports to the project manager, and under the guidance of MV's regional director of maintenance, coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the Pace fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, Pace, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. In scheduling preventive maintenance inspections, he coordinates with dispatch in order to maximize fleet availability; and as such possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.

### **Qualifications**

- All qualifications and skills listed in all technician classes
- 1 to 2 years' experience supervising and guiding employees
- Basic personal computer experience with different types of software
- Time management, to effectively schedule tasks
- Multi-tasking, to get more accomplished during the day
- Supervisory skills
- Organizational skills

- Diagnosis and repair of automotive and heavy-duty
- Computer and software operation and data entry, MS Word, Excel and Outlook or similar programs
- Understanding financial terms and able to read financial spreadsheets and ledgers

## A Level Mechanic Responsibilities

The A level mechanic is the highest-level line mechanic. Under general supervision, A level mechanics perform the most difficult repair tasks and supervise subordinates. This person performs all needed repairs, adjusts vehicle systems, and performs as a shift leader when required. A level must be able to teach, diagnose, inspect, and change or repair defective components and/or subcomponents. The A level mechanic reports to the maintenance manager.

### Qualifications

- All qualifications and skills listed in C class and B class mechanics
- An additional two (2) years of automotive / heavy duty diagnosis and repair experience, totaling five (5) years of repair and diagnosis experience
- Possess tools for this class of mechanic
- Increased time management skills. Perform repairs from 95% to 100% of national published standards
- Advanced reading and understanding of electrical wiring diagrams and blueprints
- Supervisory skills to properly interact and mentor technicians under the lead

## B Level Mechanic Responsibilities

B level mechanics perform a variety of preventive maintenance and minor repairs. This person performs general maintenance, troubleshooting and diagnosis, and/or repairs to a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmission, and steering and suspension. B level mechanics complete work orders and preventive maintenance forms.



The B level mechanic reports to the maintenance manager.

## Qualifications

- All qualifications and skills listed in C class mechanic
- Three years of automotive/heavy duty service and repair experience
- Certification from an accredited education facility in automotive/heavy duty repair in diagnosis, service and repair of the following areas; Engines, Transmissions, Steering & Suspension systems, Electrical, manual drive train & axles, and heating ventilation and air conditioning systems
- Possess tools for this technician class.
- A basic understanding and ability to read blueprints and/or electrical wiring diagrams
- Beginning diagnostic abilities
- Increased time management skills. Can perform repairs in a timelier manner. If applicable, technicians in this class should perform repairs at 85% or better of national standards as published by Mitchell or equivalent.
- Begin to develop prioritization skills for repairs and DVI report complaints

## C Level Mechanic

C level mechanics will ensure the Pace fleet is cleaned and fueled pursuant to contract requirements. They will input data and process information from the Trapeze Enterprise Asset Management (Trapeze EAM or T-EAM) maintenance software, including the entry of work order information. The vehicle service worker directly supports the vehicle service workers, assists in creating shift schedules, and lends assistance to the maintenance personnel.

The vehicle service worker reports to the maintenance manager.

## Qualifications

- High school graduate or equivalent
- Basic automotive or heavy-duty repair courses either in high school or other, i.e., junior college or trade school



- A good understanding of the basic automotive/heavy-duty systems
- Possess tools for this class of technician, basic starter set
- To perform light duty repairs on electrical, such as replacing light bulbs and fuses. Should be able to perform remove and replace procedures regarding the electrical system.
- To perform remove and replace procedures on tires and wheels
- Perform minor engine component remove and replace procedure, such as alternators, power steering pumps, fuel pumps, fan clutch, etc.
- Perform minor suspension removal and replacement, such as shock absorbers
- Perform fluid and filter changes on engine, transmission, differential, cooling system, etc.
- Clean work area and major shop areas assigned to them
- Write repair orders legibly with detailed repair information
- Follow company policy and procedures
- Perform reasonable requests for supervisor
- Repair vehicles using the proper tools and accepted trade methods
- Follow instructions printed in factory shop repair manual



## Vehicle Utility Worker

The vehicle utility worker makes certain the Pace fleet is cleaned and fueled to the specifications outlined in the RFP. This position works primarily at night in assembly-line fashion, preparing the fleet for the next day.

The vehicle utility worker completes minor graffiti removal maintains and seat upholstery repair. They perform preliminary vehicle inspections; checks various fluids including the oil, water, and fuel levels; and inspects the hoses, belts, batteries, and similar equipment.

## Qualifications

- General knowledge of OSHA and EPA regulations related to shop and office conditions
- Must be able to obtain a Class C license
- Previous experience in a custodial capacity and knowledge of cleaning methods
- Flexible and effective under pressure in a fast-paced environment
- Ability to lift, push, pull, and move objects weighing up to 50 -70 pounds unassisted
- Ability to work with cleaning compounds, solvents, and chemicals
- Ability to effectively understand, communicate, and follow instructions
- Ability to work without direct supervision
- Availability to work indoors and outdoors in seasonal climate and varying weather conditions, physical demands include driving, walking, constant arm movements

## 4. Vehicle Cleaning and Washing

**Describe plans for cleaning and washing the buses.**

All vehicles must always be kept clean and free of refuse and debris. The following lists are rules regarding daily bus cleanliness:

- No food or drinks allowed on the vehicle unless approved by clients. This includes operators.
- Operators will inspect their vehicles daily to assure that there is no graffiti on the vehicles' interior components. The operators will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.
- Vehicles are swept daily at the end of each shift
- Any graffiti and/or vandalism will be repaired upon discovery

## Vehicle Cleaning Procedures

Vehicles will be washed and cleaned as needed, at least twice per week per RFP requirements, to assure a clean, professional-looking vehicle.

- Wash exterior- Scrub front, back, sides, and roof. Special attention and focus will be on cleaning all mirrors, light lenses, and windows.
- Wash wheels and fender wells
- Scrub step wells and interiors of doors
- Mop floors and wash ceilings
- Wash window interiors
- Wash wheel housing
- Clean seats, stanchions, window ledges, and interior walls
- Clean interior light lenses
- Clean driver's compartment
- Clean the vehicle dashboard
- Clean the driver door panel
- Clean the front floor
- Clean the lift
- Clean the seat belts
- Clean the lap and shoulder belts
- Clean the securement belts

Daily, vehicles will be swept or vacuumed, and at a minimum, the seats and interior windows will be wiped down. Standing water will not be left on the floor.





## Record Keeping

All vehicle cleaning is documented on a vehicle wash log and kept in the maintenance files.

## Required Supplies

- Environmentally friendly antibacterial soap
- Environmentally friendly exterior bus wash soap
- Glass cleaner
- Mop and bucket
- Broom and dustpan
- Dusting rag
- Washrag and brush
- Paper towels
- Wet/dry vacuum

### Required safety supplies:

- Safety glasses
- Facemask
- Rubber gloves

## 5. Other Equipment

**List other equipment, firm is responsible for maintaining and who will work on that equipment.**

MV maintains both preventive maintenance and unplanned maintenance for facilities, lifts, fuel island, wash bay, and cleaning equipment.

## 6. Outside Vendors

**List any outside vendors to be used and describe their experience. Include towing firms to be used.**

In addition to MV's national accounts for vehicle parts, equipment, and shop supplies, MV partners with outside vendors for maintenance services as captured in the table below. MV continues to establish relationships with local Chicago businesses.

Component	Vendor
Warranty repairs and major repairs (transmission rebuilds repairs (transmission rebuilds and engine work)	Roesch Ford 333 West Grand Avenue Bensenville IL 60106 630.279.6000  Jack Phelan Dodge 5859 South La Grange Road Countryside, IL 60525 708.586.8314
Engine and transmission vendor purchase	Packer Norris Parts 8800 Citation Road Baltimore Maryland 21221
Collision repair body work	Precision Autobody 16600 Crawford Ave Country Club Hills Illinois, 60478
Towing, body work, and paint	Stat Auto and Towing 16550 Crawford Avenue Country Club Hills, IL 60478 708.333.8200
Windshield and glass	Edgars Auto Glass Inc 5555 S Kilbourn Chicago II, 60629

## 7. Maintenance and Parts Software

### Maintenance Information Systems

**List software used to track maintenance and parts.**

MV uses the Trapeze Equipment Asset Management (T-EAM) fleet maintenance software to track maintenance activities, work-orders, parts, and inventory. This system is a thin client, web-based interface that MV's maintenance team can access from one or more workstations in the shop.



It is of utmost importance that a proven maintenance information system (MIS) is in place; these systems control labor and material costs and help facilitate policy and procedure. The T-EAM system can identify labor and material costs to specific job procedures and maintenance functions. Examples of the level of identification that can be tracked are:

- Oil change
- Tune-up
- Oil usage
- Fuel usage
- Collision damage
- Inspection program
- Vehicle history reports
- Re-order reports
- Warranty tracking
- Inventory tracking

## Purchasing and Inventory Control

In order to purchase parts at fair market value and stay within budget, MV has established several national accounts with vehicle manufacturers and parts dealers. These accounts are negotiated on a volume discount price structure, which deliver the most efficient pricing to MV and its customers.

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in T-EAM. MV will establish minimum and maximum inventory thresholds; these levels are entered in the T-EAM system, which is used to run inventory reports to alert MV’s personnel of parts needs.



## B. Facility



### 1. Proposed Facility

**Describe the facility proposed to house the operation and vehicles, identifying the location or general area in which the facility will be located. Provide detail of the square footage by function (office, operations, storage, maintenance, and bus washing). Is the facility properly zoned? What remodeling is required? (NOTE: If no specific building is proposed by**

**the date of the submittal, include the parameters, by location and function, of the building being sought.)**

MV will retain and expand the facility located at 4400 W. 45th Street in Chicago for the new term with Pace. The current, main facility sits on three acres and is 57,000 square feet.



The location accommodates indoor parking for a portion of MV's Pace vehicles (60 vehicles), a maintenance area, and office space for dispatching, staff training, safety meetings, and management. We maintain our own parts and inventory department.

The current outside lots include 7000 square feet in the front of the building. It is already properly zoned.

MV's 45th Street facility is located 5 minutes from I-55 and 15 minutes from the downtown area. Our location gives access to major streets and is conveniently located 10 minutes away from one of Chicago's two major airports.



The garage is equipped with four hoists to properly maintain the fleet. Storage areas are close by for equipment and supplies, such as oil, the washer tank, parts cleaner, and air and electrical hoses. The facility is equipped with a tire machine and balancer.





MV's facility offers an industrial wash-bar area to maintain the cleanliness of all vehicles to Pace standards.

The office area provides the staff with a clean and positive environment to provide the best customer service.

MV's 45<sup>th</sup> Street facility parking lot is fully lit and fenced for security.



The area located at 4532 So. Kolin offers 98,600 square feet of parking and a fuel island. The lot, which can comfortably accommodate more than 320 vehicles, is secured and well-lit and provides ingress/egress onto 45th street and onto 24th street.

Adjacent and directly south of this lot is a 15,000 square foot building that MV uses for window dispatch and additional indoor parking. This facility includes office space, washrooms, computer and phone systems, and a security system. It can comfortably accommodate up to 40 additional vehicles in indoor parking.

Finally, MV has additional parking at 4435 W. 46th Street with 42,900 square feet of parking that can accommodate parking for 150 vehicles. It is newly paved and striped with secured fencing and lighting. It has ample ingress/egress with entrances/exits to both 45th and 46th street.

**Totals:**

**Building:** 57,000 square feet plus 15,000 square feet



**Total building square feet:** 72,000 square feet with vehicle accommodation of 60 vehicles

**Parking Outdoor:** 148,400 square feet with vehicle accommodation of 550 plus vehicles

**Total indoor and outdoor vehicle accommodation:** 610 vehicles

## 2. Vehicle Entrances and Exits

Indicate the location and number of vehicle entrances and exits to the yard and the facility.

MVs Chicago 45<sup>th</sup> Street location includes exit and entrance onto 45<sup>th</sup> street. Additionally, MV can head west out of the main building and exit through its new lot located 4435 W 46<sup>th</sup> street and exit onto 46<sup>th</sup> street from two separate entrances and exits should 45<sup>th</sup> street be blocked.



### 3. Inside Storage Security

**If inside vehicle storage is proposed, describe plans to ensure the security of the building.**

MV's 45<sup>th</sup> Street facility is secured with inside cameras, outside cameras, and a locked-door security system. No one gains entry unless they have an employee key fob, or they get "buzzed" into entrances.

### 4. Outside Storage, Cold Weather, and Snow Plans

**If outside storage is proposed, describe plans to ensure security of the property and plans for handling cold weather and snow removal. Who will do the snowplowing?**

#### Outside Storage

MV's 45<sup>th</sup> Street location is situated on three acres with exterior perimeter fencing, lighting, paved parking, and locking gates, as well as outside cameras to provide outside security.

#### Cold Weather Operations

MV operates several transportation services in areas affected by severe winter weather. As such, the company understands that additional measures are required to maintain the safety of its passengers during periods of heavy snow, freezing rain, or other extreme cold conditions. MV has attached our Chicago Winter Plan in previous submissions.

MV will provide a shop truck which is equipped with a snowplow blade and salt spreader. The company's personnel will provide snow clearing each morning before start of service. MV proposes ample staffing for all levels to ensure dedicated service vehicles are fully operational and prepared for inclement weather and provide snow removal as needed for vehicles parked outdoors. The Pace-provided vehicles will be stored indoors at MV's new facility detailed in the previous section.

Transporting passengers during inclement weather requires training, preparation, and a sound communication plan. MV's vehicle operators receive training specific to Pace's inclement weather driving. In addition, monthly safety meetings include refresher training highlights in this area, including increasing



following distance to five seconds or more, signaling intentions early to alert vehicles behind you, and driving in snow and ice are several of the refresher topics covered.

*MV has 19 seasons of experience providing Pace services during adverse cold, snow, and ice weather conditions.*

## Snowstorm Readiness Plan

In the event of a snowstorm, each employee receives specific instruction from a supervisor regarding the following:

### Maintenance Responsibilities

- Maintenance tech/utilities personnel will begin plowing the yard prior to any employee arriving for a smooth and prompt clean up.
- Maintenance tech/utilities personnel will begin starting vehicles at different intervals based on outside temperatures prior to pullout.
- Maintenance technician will be available to assist any operator with vehicle issues throughout the morning pullout.
- Technicians will be responsible to communicate with the dispatcher on duty for any vehicle that cannot be jump started or repaired in a timely manner. operators will not return to dispatch for another bus until maintenance has confirmed with dispatch that the vehicle is unable to be put into service.
- Any problems or incidents of operators not following procedure and pulling out appropriate buses will be reported to a manager as soon as possible.

### Dispatcher Responsibilities

- The dispatcher on duty will assign buses in accordance with the maintenance log.
- Dispatchers will stay in contact with maintenance and will not assign an operator a second vehicle unless maintenance has confirmed that the vehicle is out of service.
- Stand-by operators in the yard will begin starting vehicles prior to regularly scheduled operators beginning service. Should the vehicles not start, the





operator will inform a maintenance tech for the vehicle to be jump started or pulled from service at that time.

- Any operator refusing to take a vehicle or not pulling out a vehicle in a timely manner will be reported to a manager as soon as possible.

## Managers Responsibilities

- Managers are available to assist maintenance technicians with starting vehicles in the morning
- Managers monitor and ensure that operators are pulling out their assigned vehicle and/or the first vehicle in line in a timely manner

MV will continue to closely communicate with Pace to ensure Pace staff are well informed during inclement weather conditions. MV understands that the service will maintain regular operating hours unless directed by Pace. MV's operations will remain staffed until all passengers have safely reached their destination.

The company has previously provided its Emergency Action/Disaster Recovery Plan for the City of Chicago location; but if Pace requests a copy of this plan, MV will promptly provide.

## Vehicle Maintenance

Safety is the underlying goal of MV's vehicle maintenance program; as such, MV expands the scope of its preventive maintenance procedures during the colder months to ensure the safety and comfort of the passengers.

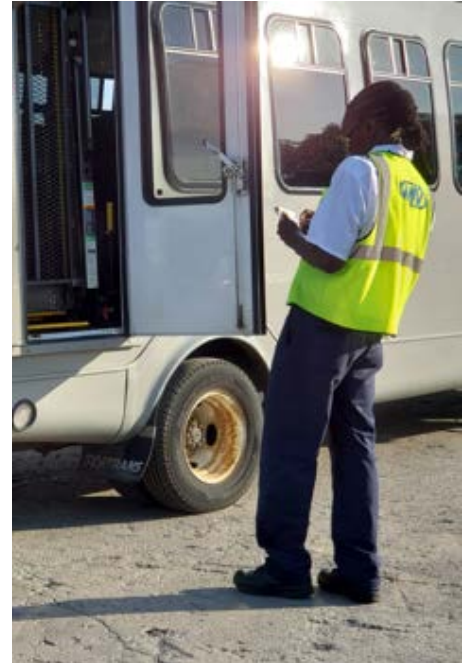
Pre-Trip Inspections Operators must inspect the following:



- Vehicle HVAC to ensure it works, and to bring the vehicle interior to a comfortable temperature prior to the first stop/passenger pickup
- Tire pressure to ensure tires are optimally inflated, as tires tend to lose pressure as the temperature drops
- Tire pressure to ensure tires are optimally inflated

Pre-Season Tasks: Prior to the onset of winter weather, MV's maintenance team performs the following tasks:

- An inspection of all vehicle HVAC systems to ensure the heater is fully operational
- Add a de-icing wiper fluid
- Order sand or ice melt for the roads
- Install and/or inspect snowplows and spreaders on maintenance service vehicles
- Prepare snow blowers for cleaning the yard and bus stops
- Mechanics must perform preventive maintenance Inspections every 3000 miles
- Test all HVAC motors, controls, etc. for proper operation
- Load test batteries and test charging system to ensure all are functioning pursuant to manufacturer specs
- Test the cooling system (including hoses and proper freeze protection) to ensure proper condition
- Perform tune-ups as needed, pursuant to manufacturer recommendations
- Ensure correct diesel fuel is being used for severe cold weather
- Monitor fuel consumption closely to avoid gas line freeze-up due to low fuel



- Following the cold weather season, ensure radiator and condensers are clean
- At the end of the service day, the vehicle service workers will inspect coolant and windshield fluid levels
- Maintenance team members also assist operators in cleaning snow off the windshields of revenue vehicles
- In the event of snow or ice, trained members of MV's maintenance team plow and ice-melt the lot, sidewalks and driveways. MV ensures there are trained mechanics on every shift responsible for snow and ice removal.
- MV schedules earlier fuel delivery and orders extra parts to ensure a sufficient supply to support service.



## C. Other Vehicle Maintenance

### 1. Identifying Needed Repairs

**Describe procedures to identify needed repairs.**

Identification of needed repairs occurs during the operator's daily pre-trip or post-trip inspection, through a vehicle breakdown, or during a PM inspection. MV has a proactive maintenance approach and performs trend analysis, identifies root causes, and solves small issues before they become larger problems. Regular maintenance is scheduled based on these trends to ensure proper repairs are made before the vehicle fails.

### 2. Completing Repairs in a Timely Manner

We identify repairs through a strict pre-trip inspection process, and we conduct trend analysis by unit to address any premature failures before they occur. All safety-related repairs are made immediately upon discovery; otherwise defects are scheduled for repairs during the premaintenance cycle.

We use TEAM to schedule all repairs and inspections, and we track the on0time performance of all preventive maintenance to ensure we are meeting our targets. Maintenance scheduling is coordinated with dispatch to ensure we have



complete fleet coverage for service. Maintenance communicates the out-of-services roster to dispatch daily so that they can properly assign available vehicles.

### 3. Plans to Ensure Parts Availability

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop.

When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts. All vehicle and equipment parts are secured in a parts room/closet, which is locked when not attended. Managers perform both random/spot and planned inventories to confirm all parts usage is accounted for, and any discrepancies are investigated.

#### Original Equipment Manufacturer (OEM) Parts and Specifications

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in T-EAM.

### 4. Ensuring Completed Body Work in a Timely Manner

**What plans have been developed for getting required body work completed in a timely manner?**

MV conducts on-going vendor qualifying of body shops in close proximity to the company's proposed facility. Our company makes timely body repair to eliminate hazards, assures passenger comfort, and reinforces the operators' pride of the service fleet. Neither body damage nor graffiti is tolerated on vehicles; vehicles will not be released into service if they have excessive body damage or damage that presents a safety hazard. MV repairs minor body work damage in-house. More complex body work jobs are outsourced to the following companies:

**Precision Autobody**

16600 Crawford Ave  
Country Club Hills Illinois, 60478  
708.331.7867



**Stat Auto and Towing**

16550 Crawford Avenue  
Country Club Hills, IL 60478  
708.333.8200

## 5. Additional Plans for Vehicle Repair

**Describe any other plans or procedures relating to the repair of vehicles, such as which types of repairs are planned for in-house work, what types of work will be sent out to an outside vendor, additional maintenance staff which may be required, etc.**

### Contracted Repairs

#### *Major Repairs*

MV typically identifies one or more local vendors from which to purchase transmissions and engines. MV's maintenance team handles all transmission removal and replacement/installation.

### In-House Repairs

#### *Mobility Lifts and Ramps*

No vehicle is permitted to enter service without a safe, functioning lift/ramp. During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components, gear cleaning, and adjustments in alignment as necessary.

### Warranty Repair

MV administers warranties, including documenting, filing, and processing claims. John McGuire, proposed maintenance manager, manages all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can



perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

The company performs warranty repairs to vehicle body, doors, electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance manager will submit claims for reimbursement upon completion of repair. MV tracks all warranty repairs in T-EAM.

*MV is authorized by Ford Motor Company to do in-house warranty work. MV will submit to Ford for reimbursement of in-house repairs, saving vehicle downtime.*

## D. Experience

### 1. Prior Firm and Maintenance Personnel Experience

**What prior experience does the firm and maintenance personnel have specific to the type of preventive and regular maintenance required?**

MV understands that a strong maintenance program lies at the core of every safe and reliable transit system. A well-maintained, clean, and dependable fleet contributes to overall passenger satisfaction and instills pride in each vehicle operator. MV’s maintenance program promotes competence above all else. Periodic shop audits, ASE certification incentives, and ongoing maintenance training support a work environment where work quality and continued education make a difference.

MV is a strong believer in preventive maintenance. Many of our contracts have a fleet of vehicles that have been in service over nine years and have in excess of 350,000 miles. Our maintenance teams have built their preventive maintenance process around these demanding fleet experiences. By raising the level of our own expectations, we provide greater care to the fleet. We have built a wealth of knowledge and experience in providing outstanding vehicle maintenance.

MV has extensive experience in the maintenance of body-on-chassis paratransit vehicles, sedans, and accessible mini-vans. MV’s maintenance operations are supported by a team of experts including Director of Maintenance Dan Soulvie. Dan has extensive experience in transit vehicle maintenance and repair. He provides oversight and control of the company’s maintenance program. He is an excellent resource to Pace and ensures MV’s maintenance procedures will



continue to meet Pace and its passengers' expectations of service quality and reliability.

Dan will provide regional oversight to MV's City of Chicago maintenance operation and will be on site often to meet with MV's team, provide additional support, and perform inspections and audits. He monitors these services regularly make sure vehicle safety and reliability are consistently maintained.

Proposed for the new term and current maintenance manager, John McGuire, oversees the fleet, facility maintenance, and cleaning program while leading all day-to-day maintenance activities. He has been at the Pace City of Chicago facility since November of 2016 and reports to General Manager Jesus Valenzuela with accountability to both Pace and MV's regional and corporate maintenance teams.

MV has 19 years of experience maintaining Pace contracts and throughout those years, the company continues to commit to delivering superior maintenance services with 100 percent adherence to maintenance schedules.

## 2. Ensuring Maintenance Personnel Experience

**What will be done to ensure that the personnel assigned to perform vehicle maintenance maintains the appropriate level of experience, specifically with regard to employee turnover and on-going education and training?**

MV continually recruits talented fleet technicians and managers across the country. Revenue vehicle maintenance is a very specialized field and requires a different skill set than a typical shop. Due to their unique ability, these individuals are frequently in short supply.

MV offers generous wage and benefit packages along with local, regional and national maintenance support to retain qualified staff for MV's City of Chicago maintenance activities. Our commitment to a stable operator base has been improving with wage and benefits increases, as noted in the executive summary. To develop technicians, MV has established training programs using vendor materials for all chassis and OEM equipment.

With hundreds of technicians nationwide, MV maintains an in-house technical training program with direct oversight by Director of Maintenance Dan Soulvie. These programs include maintenance, diagnosis and repair of equipment, as well as chemical and physical safety programs. MV also pays for all technician ASE material and testing fees; in addition, all technicians that achieve the ASE Master Certification receive a \$1,000 bonus.



## Reducing Turnover

MV employs several strategies to reduce turnover including:

- **Competitive wage scaling:** As a provider of Pace services for 19 years, MV is familiar with nearby job competition to understand what financial packages best meet the needs of the local employment market. MV understands and has secured the current labor agreement for Pace City of Chicago operators and intends to honor this agreement ensuring enhanced retention and limited turnover.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV’s willingness to invest in its employees. MV provides on-the-job training, offers several continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and maximizes these opportunities as much as possible.

- **Employee recognition programs:**

Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs. These programs include from Employee of the Quarter, ASE certification bonuses, and on-the-spot recognition for defect repair and department pizza parties, BBQs, or catered lunches.



## Maintenance Training

### *Basic Training*

Candidates hired to MV’s shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and Pace policy, procedures, and requirements is provided by the maintenance manager and the shift lead.

Basic maintenance training includes a demonstration of all tools and equipment (including Trapeze EAM), and review of all safety procedures and hazmat





requirements. Upon completion of initial orientation, MV also provides basic training in the following areas:

- Basic repair skills/preventive maintenance
- Basic electrical training
- Air systems and brakes
- Alternative fuel safety and inspection
- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating



### Ford Motor Company Training



In support of providing the most qualified and skilled technicians to its clients, MV offers exclusive access to all Ford Factory training through the Service Technician Specialty Training (STST) program.

This program encompasses dozens of courses across ten specialties (electrical, engine performance, engine repair, diesel engine performance, diesel engine repair, steering and suspension, manual transmission and drive train, automatic transmission, climate control, and brakes.) This training ensures comprehensive and progressive training based on experience, skill, and previous education/training. New model training provides an overview of required maintenance, diagnostics and systems in new vehicles – in time for the arrival of new vehicles.

This training ensures comprehensive and progressive training based on experience, skill, and previous education/training. It addresses vehicle systems evaluations, repair practices and procedures. Under this partnership with Ford, unlimited online and classroom training is available.



## Factory and Manufacturer Training

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training.

The company provides OEM factory training from Ford, General Motors, and Cummins, and works directly with manufacturers (including Gillig, El Dorado, New Flyer, Ford, Chevrolet, Delco, Ricon, Braun, Thermo King, Firestone, I/O Controls and Vansco) for training.

## ASE Certification Program



MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification and offers a \$1000 bonus for employees who obtain and maintain an ASE

Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. Any employee that attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.

## Ongoing Education and Training

In addition to the 12 hours per year for monthly safety meetings, all maintenance personnel receive a minimum of 40 hours of retraining annually. This is comprised of safety meetings regarding pertinent safety matters such as OSHA, hazardous materials cleanup, PPE, etc.; as well as regular retraining from vendor experts on brakes, electrical, air systems, etc.



## V. Subcontractor Information

### A. Major Subcontractors

**Submit a list any and all major subcontractor(s) proposed to be utilized in the provision of Pace Paratransit Services. A major subcontractor is a subcontractor providing a significant part of the Scope of Work of the underlying contract. Note: The Contractor shall not subcontract the direct delivery of the Pace Paratransit services.**

MV will not be contracting with a major subcontractor for the operation of the Pace City of Chicago ADA Dedicated Paratransit Services.

### B. Subcontractor Information

**B. Submit the following for any and all major subcontract(s) proposed:**

#### 1. Firm Identification

**Identification of the proposed subcontractor.**

MV's proposal does not include the participation of a major subcontractor.

#### 2. Major Agreements

**A copy of the major subcontractor(s) agreement or contract that will be executed including the full detailed description of the services to be subcontracted. Do not include subcontracted price in your technical proposal.**

MV's proposal does not include the participation of a major subcontractor; therefore, this section does not apply.

**3. Documentation as required in Exhibit I. Scope of Work, Section X PROVISIONS FOR SUBCONTRACTING.**

MV's proposal does not include the participation of a major subcontractor; therefore, this section does not apply.

