



DATE: 5/01/2025

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- NYCT IS NOW ADVERTISING FOR THE FOLLOWING:

SSE #: 0000505340

OPENING/DUE DATE: 5/29/2025

TYPE OF SOLICITATION: RFP

DOCUMENT AVAILABILITY DATE: 5/01/2025

SOLICITATION TITLE: PARATRANSIT ACCESS-A-RIDE SUPPLEMENTAL SERVICE

DESCRIPTION: New York City Transit ("NYCT" or the "Authority") provides origin-to-destination, demand responsive, shared ride paratransit service under the name "Access-A-Ride" for individuals with disabilities who meet defined eligibility criteria (the "AAR Service"). The Authority provides the AAR Service through "dedicated" and "non-dedicated" models. The dedicated service model consists of Authority contractors, referred to as "primary carriers", providing AAR Service using Authority-owned vehicles. The non-dedicated service model consists of Authority contractors, such as broker car service providers, contingency/recovery providers, taxis, e-hail service providers, and supplemental carriers, providing the AAR Service in concert with their existing operations using taxi, for-hire vehicles, and/or their own specialized fleet of wheelchair accessible vehicles.

Funding: 100% Operating **Goals:** MBE: 15%, WBE: 15% SDVOB: 6% **Est \$ Range:** \$100M+

Contract Term: 5 years base contract + 2 option years

See attachment for additional information

(X) PRE-BID CONFERENCE:

DATE: 5/08/2025

TIME: 11:00 AM

LOCATION: Conference Call - Microsoft Teams
Virtual Via Microsoft Teams- Please contact the assigned procurement representative at nathaniel.knable@nyct.com to register.

() SITE TOUR: N/A

DATE: N/A

TIME: N/A

LOCATION:

FOR MORE INFORMATION, PLEASE CONTACT:

PROCUREMENT REPRESENTATIVE: Nate Knable

EMAIL
nathaniel.knable@nyct.com

1. INTRODUCTION.

New York City Transit ("NYCT" or the "Authority") provides origin-to-destination, demand responsive, shared ride paratransit service under the name "Access-A-Ride" for individuals with disabilities who meet defined eligibility criteria (the "AAR Service"). The Authority provides the AAR Service through "dedicated" and "non-dedicated" models. The dedicated service model consists of Authority contractors, referred to as "primary carriers", providing AAR Service using Authority-owned vehicles. The non-dedicated service model consists of Authority contractors, such as broker car service providers, contingency/recovery providers, taxis, e-hail service providers, and supplemental carriers, providing the AAR Service in concert with their existing operations using taxi, for-hire vehicles, and/or their own specialized fleet of wheelchair accessible vehicles.

As further set out herein, the Contractor shall provide AAR Service pursuant to the non-dedicated model as a supplemental carrier, and shall dedicate Vehicles to provide the AAR Service within the Service Area each day on which the Authority assigns trips to the Contractor.

2. PROVISION OF AAR SERVICE.

2.1. Authority Provision of Manifests. The Authority will make available to the Contractor, via the Authority Systems, a Manifest for each Route assigned to the Contractor the night before the day on which such Route is scheduled to be performed. Each Manifest shall include the Route-specific Trip Information described in Section 2.5 (Trip Information). The Contractor shall be solely responsible for timely and accurately communicating the Trip Information to its Vehicle Operators. The Contractor shall strictly comply with each Manifest, and not perform any trips not included in a Manifest without the Authority's prior authorization.

2.2. Contractor Completion of Trips. The Contractor shall ensure that all scheduled trips are completed in compliance with the requirements set out herein except in the event of: (i) a Customer No-Show, (ii) circumstances that the Authority determines are beyond the control of the Contractor and/or the Vehicle Operator that prevent the completion of the trip; or (iii) the Authority's instruction.

2.3. Scheduled Route Matrix. The Authority shall issue to the Contractor an initial scheduled route matrix that sets out general parameters for the Contractor's provision of AAR Service, including the typical Routes assigned to the Contractor, and the daily start and stop times for the Contractor's provision of AAR Service (the "Baseline Scheduled Route Matrix"). Unless otherwise set out in the Baseline Scheduled Route Matrix, the Contractor shall perform trips for up to two (2) shifts each day throughout the Term. The Authority shall have the right throughout the Term to modify the Baseline Scheduled Route Matrix by issuing to the Contractor supplemental scheduled route matrices (each, a "Supplemental Matrix"). Supplemental Scheduled Route Matrices may be issued for any reason, including for example, due to increased demands associated with holidays, road closures, special events, Vehicle changes, and the Contractor's performance of AAR Service. Unless the Authority directs otherwise, the Contractor shall comply with the parameters set out in the Supplemental Matrix upon the Contractor's receipt of the same. If a Supplemental Matrix indicates that it only applies for a certain calendar period, then the Contractor shall comply with the parameters included in the Default Scheduled Route Matrix upon the conclusion of such calendar period. If the Supplemental Schedule Route Matrix does not indicate that it only applies for a certain calendar period, then the Supplemental Matrix shall replace the Baseline Schedule Route Matrix for all purposes herein unless and until the Authority issues another Supplemental Matrix. The Contractor acknowledges and agrees that the Scheduled Route Matrices (including the Baseline and any Supplemental) establish general parameters for AAR Service, and the specific Work assigned to the Contractor shall be set out in each Manifest or otherwise assigned to the Contractor as provided for herein.

2.4. Floater Service; Trip Insertions. Manifests may also indicate that the Contractor is to provide "Floater Service", which includes providing AAR Services in a particular service area or Route instead of based on individual trips listed in a Manifest. The Contractor shall provide Floater Service by stationing its Vehicles at the Designated Staging Location by the Route Start Time so that the Authority may assign Trip Insertions to the Contractor on an as-needed basis. The Authority may also assign Trip Insertions to the Contractor outside of Floater Service on an as-needed and as-requested basis. All Trip Insertions shall be assigned to the Contractor via Authority Systems. Notwithstanding anything to the contrary, in the event of an emergency situation (including natural disasters, power outages, public health threats, government declarations, or other similar occurrences) the Authority shall have the right to assign trips to the Contractor as part of Floater Service, and such Floater Service may include the provision of trips to individuals that do not otherwise constitute Customers (as defined herein) or who would otherwise not qualify for receipt of AAR Services. All such Floater Service provided as part of an emergency situation shall otherwise be subject to the same terms and conditions as all other Floater Service provided during non-emergency situations unless otherwise directed by the Authority.

2.5. Trip Information. The Authority will provide the Contractor, via the Authority Systems, information for each trip (the "Trip Information"). Trip Information provided to the Contractor may include the following information:

2.5.1. Authority-assigned Trip ID Number;

- 2.5.2. Scheduled Pick-Up Time, including trip date;
- 2.5.3. Scheduled Appointment Time;
- 2.5.4. AAR Passenger name, identification number, and contact information;
- 2.5.5. Fare to be collected by the Vehicle Operator;
- 2.5.6. Pickup and destination address; contact telephone numbers;
- 2.5.7. Specific notations (e.g., PCA, Guest(s), Assistive Device, Service Animal, pickup location details); and
- 2.5.8. Type of Wheelchair Accessible Vehicle required (i.e., lift equipped Vehicle).

The Contractor shall ensure that each Vehicle Operator picks up a Customer within the applicable Scheduled Pick-Up Window for each trip. All communications from the Contractor regarding a specific trip shall include the Authority-assigned Trip ID number.

The Contractor shall be responsible for providing all Trip Information to the applicable Vehicle Operator. In addition, upon receipt of the Trip Information, the Contractor shall confirm the Trip Information with the Customer and provide the Customer with Vehicle identification information.

2.6. Shared Rides. The Contractor shall also provide Shared Rides as instructed by the Authority. If the Contractor identifies an opportunity to perform a Shared Ride without increasing any Customer's travel time, then the Contractor shall have the right to do so in its sole discretion; provided, however, that in no event shall the Contractor perform a Shared Ride that results in the Contractor exceeding the Maximum Ride Time or missing the Scheduled Pick-Up Window or the Scheduled Appointment Window assigned to any effected trips for any Customer. Shared Rides must be limited to rides or trips comprised of Customers and the Customer's Guests and PCAs (if any), and may not include trips with non-AAR passengers. Upon the Contractor's request, the Command Center will coordinate with the Contractor's Dispatcher to match Vehicle capacity to the total number of persons being transported, taking into account the Customer and any Guests and PCAs, as well as the use of a wheelchair, assisted devices, and Service Animal accommodation.

2.7. Dispatch Service. The Contractor shall provide all dispatch services for its AAR Services, including contacting the Customer in order to coordinate their trip. The Contractor shall ensure that its Dispatcher can, at all times, communicate with the Vehicle Operator while the Vehicle Operator is providing AAR Services. Additionally, the Dispatcher shall consult with and follow the direction of the Command Center regarding the AAR Services.

3. GENERAL RESPONSIBILITIES OF CONTRACTOR.

3.1. Quality of Service; Monitoring. The Contractor shall be responsible for the safety, professional quality, availability, reliability, and coordination of all Work performed under this Contract. The Authority shall have the right to monitor and assess the Contractor's performance of the Work in any manner that the Authority sees fit, including by conducting anonymous inspection rides, on-street service monitoring, and collecting and reviewing Customer feedback.

3.2. Standard of Performance. The Contractor shall transport all Customers in a timely yet safe manner, within the parameters and other requirements set out in this Contract, and as otherwise communicated by the Authority.

3.3. Compliance with Regulations and Mandates. The Contractor shall adhere to all applicable regulations and mandates of the Authority, New York State (NYS), the City of New York (NYC), the NYC Taxi and Limousine Commission (TLC), the NYS and NYC Dept. Of Transportation (DOT), and all other applicable governing bodies.

3.4. Project Director; Contractor Personnel. The Contractor agrees that the award of the Contract was based, in part, on the proposed Project Director included with the Proposal. Accordingly, the Contractor shall assign the Project Director identified in the Proposal on a full-time basis to support the Work. In the event of any change to the designation of the Project Director, such as termination or suspension, the Contractor shall promptly notify the Authority, and the Authority shall have the right to interview and approve the Contractor's proposed new Project Director prior to their designation. The Contractor shall identify a secondary contact person who will perform the Project Director's responsibilities in their absence or unavailability, to ensure that a representative of the Contractor, with the authority to make decisions and provide coordination, is available to the Authority by phone or in person on a 24/7/365 basis. The Authority reserves the right to restrict the utilization of any Contractor Personnel, including an independent contractor or its employees, in the performance of the Work, if such Contractor Personnel's performance, in the Authority's sole discretion, is adversely affecting the safety, quality or efficiency of the AAR Service or the Contractor's performance of the Work.

3.5. Provision of Trip Event Information. The Contractor shall submit to the Authority information pertaining to its performance of each trip (the "Trip Event Information"). Trip Event Information shall include information about the status of

each trip and events that occur on such trip, including the following: (i) Trip ID; (ii) Customer name; (iii) whether a PCA traveled; (iv) GPS updates every 30 seconds of Vehicle location; (v) Scheduled Pick-Up Time; (vi) Scheduled Appointment Time; (vii) arrival time; (viii) pick-up geo code; (ix) actual pick-up time; (x) in-progress status; (xi) actual drop-off time; (xii) completed time; (xiii) drop-off geo code; (xiv) no-show status; (xv) Vehicle type; (xvi) Vehicle plate number; (xvii) Vehicle license number; (xviii) Vehicle VIN; (xix) Vehicle Operator first and last name; (xx) Vehicle Operator license number; and (xxi) Vehicle Operator hack number or TLC license number if applicable.

3.6. BBR Integration. The Contractor shall provide Trip Event Information through an integration of their Contractor Systems with the Authority's Broker Business Reporting system (the "**BBR Integration**").

3.6.1. Integration Services for BBR. The Contractor shall be solely responsible for integrating the Contractor Systems with the Authority's existing APIs for the BBR (the "**Integration Services**"), and monitoring and maintaining the BBR Integration throughout the Term. The Authority will provide reasonable support as requested by the Contractor to complete the Integration Services. The Contractor shall ensure that the Integration Services are performed so that the BBR Integration is completed within sixty (60) days from the Notice of Award.

3.6.2. BBR Integration. The Contractor shall utilize the BBR Integration method to submit Trip Event Information in real-time as events occur and trip status changes, and the Contractor shall otherwise ensure that all Vehicle Operators provide updated Trip Event Information by inputting data via Contractor Systems to the BBR when events occur. For example, the Vehicle Operator shall record the actual pick-up time in the Contractor System when a Customer enters the Vehicle, and the Contractor System shall immediately upload such information to the BBR upon the recordation).

3.6.3. Manual Provision of Trip Event Information. If the Contractor's connection to the BBR fails or the Contractor is otherwise unable to provide the Trip Event Information via the BBR Integration method, then the Contractor shall manually submit the Trip Event Information to the Authority. Unverified trips shall be classified as missed, unless proven otherwise by the Contractor to the Authority's satisfaction.

3.7. Reporting. The Contractor shall provide the following reports in an Authority-approved form:

3.7.1. Drug and Alcohol Testing Program Report. The Contractor shall submit, together with the Contractor's monthly Payment Invoice, a report detailing the administration and results of its drug and alcohol testing program, all in compliance with FTA requirements. Such report shall include the total number of tests performed, positive test results, and Vehicle Operators trained regarding drug and alcohol abuse.

3.7.2. Driver Listing. The Contractor shall submit, together with the Contractor's monthly Payment Invoice, a monthly roster of all its current Vehicle Operators. Such report shall include for each Vehicle Operator, their names, confirmation of their completion of the AAR pre-employment requirements, confirmation of 10-A/TLC certification, CDL/TLC number, and the dates of their trainings.

3.7.3. Contact Sheet. The Contractor shall submit, together with the Contractor's monthly Payment Invoice, a sheet listing the names and contact information of its key personnel, including the Contractor Project Director, Assistant Project Director, Operations Manager(s), Dispatch Manager(s), Dispatch Supervisor(s), and Reconciler(s), as well as, the phone number and extension for the dispatch hotline.

3.7.4. Accident/Incident Report. The Contractor shall notify the Authority and provide a completed written report in accordance with Section 9.6 (Accident/Incident Report).

3.7.5. GPS Interruption Report. The Contractor shall submit, upon the Authority's request, a report concerning interruption to the availability of GPS data, including documentation supporting the alleged causes of such interruption, in accordance with Section 4.6 (GPS; Real-Time Location).

4. VEHICLES.

4.1. Wheelchair Accessible Vehicles. Most Customers are ambulatory. Customers, regardless of if they are considered ambulatory or non-ambulatory, may however utilize braces, canes, crutches, walkers, or similar Assistive Devices, and be accompanied by Guests, Service Animals, and/or a Personal Care Attendant to assist them in their travels. Ambulatory and non-ambulatory Customers alike may require the use of Wheelchair Accessible Vehicles or power lift equipped vehicles based on their individual needs. For example, an ambulatory Customer may not be able to lower themselves into a sedan and may therefore require the use of a lift equipped vehicle. Accordingly, the Contractor shall only utilize Wheelchair Accessible Vehicles to provide the AAR Service, and may not use, for example, sedans or similar vehicles non-accessible to wheelchairs. All Vehicles utilized by the Contractor in performing the Work shall be able to accommodate a minimum of one (1) wheelchair, and shall comply with all other requirements set forth in the Contract. A "**Cutaway Van**" means a Wheelchair Accessible Vehicle in the configuration of a "cutaway" Van that meets the applicable specifications and other requirements of the DOT

and, under other Applicable Law for such types of Vehicles, which requires a Commercial Driver's License (CDL) to operate.

4.1.1. Power-Lifts; Ramps. The majority of the Contractor's fleet shall consist of Wheelchair Accessible Vehicles equipped with power lifts capable of lifting at least eight hundred (800) pounds (preferably Cutaway Vans); provided, the Authority may, in its sole discretion, permit the use of other types of compliant vehicles or ramps. The use of any such other type of Vehicle or ramp must be approved in advance by the Project Manager prior to use. Vehicles with rear access lifts or ramps are also required to have a portable curb ramp.

4.2. Vehicle Identification. The Contractor shall ensure all Vehicles are clearly marked with the name of the Contractor. The Contractor shall place on each Vehicle an Authority-provided, removeable AAR placard in a position that is clearly visible from outside the Vehicle and in a manner that meets any other Authority-provided requirements. The Contractor shall ensure that the AAR placard is removed when Contractor is not providing AAR Service.

4.3. Vehicle Conditions. The Contractor shall ensure throughout the Term that all Vehicles are free of trash, dirt, and grime, and are otherwise clean and in good operating condition before being placed in AAR service each day. The Contractor shall ensure that the Vehicles are washed inside and out at least twice per week and meet all Authority-required disinfection requirements. The Contractor shall ensure that the inside of Vehicles is swept out daily. The Contractor shall also ensure that all Vehicles are free of major body damage. The Authority reserves the right, in its sole discretion, to direct the Contractor to remove a Vehicle from service due to unacceptable Vehicle conditions such as general cleanliness, external body condition, and any other factors as determined by the Authority to be unacceptable.

4.4. Vehicle Heat and Airconditioning. The Contractor shall ensure all Vehicles are equipped with fully operational interior heat and air conditioning systems. The interior temperature shall be kept between 68 to 72 degrees while transporting Customers. If the Contractor utilizes a body-on-chassis configured Vehicle (Cutaway Van), the Contractor shall ensure that such Vehicle is equipped with an auxiliary heater and air conditioner.

4.5. Operating Requirements. All Vehicles must meet no less than the minimum operating requirements of the applicable regulatory body by which they are governed, including any changes in regulatory requirements.

4.6. GPS; Real-Time Location. The Contractor shall ensure that all its Vehicles are furnished with functioning Global Positioning System (GPS) equipment necessary for the Contractor to provide the Authority with real-time service data and tracking of such Vehicles (the "**Location Information**"). The Contractor shall program and connect such GPS equipment via the BBR Integration in order to enable the Authority to obtain each Vehicle's physical location in thirty (30) second intervals. Such integration is intended to allow the Authority to monitor and report the Contractor's compliance with its obligations under the Contract, including its compliance with the performance requirements set out in Agreement Section 6 (Service Levels; Remedies), notify Customers of the location of assigned Vehicles, and enable the verification and assistance with inquiries regarding Customer No-Shows and other AAR Service information. The Contractor shall ensure that the GPS data provided to the Authority is complete, accurate, and in a readily accessible and usable format for one hundred percent (100%) of all completed trips, except where the provision of GPS data is not feasible due to unexpected loss of network connectivity or other causes outside the Contractor's reasonable control. In each such case of interrupted availability of GPS data, the Contractor shall document the duration, cause, and other details pertaining to such interruption and, upon the Authority's request, provide the Authority with a report concerning such interruption, including documentation supporting the alleged causes of such interruption.

4.7. In-Vehicle Wheelchair Positioning. The Contractor shall ensure that the wheelchair positions in the Vehicle are forward-facing, or rearward-facing; provided, however, that Vehicles with rearward facing positions must include regulation protective bulkheads to prevent forward acceleration. The Contractor shall not utilize any Vehicles that require the use of sideways-facing wheelchair positions.

4.8. Initial Composition of Contractor Fleet; Fleet Expansion. The Contractor shall own or lease as of the date on which the Contractor commences Revenue Service, a minimum of twenty (20) Vehicles, consisting of any combination of motorized lift-equipped Vans capable of lifting at least eight hundred (800) pounds and large capacity Wheelchair Accessible Vehicle with seven hundred (700) pounds ramp capacity (the "**Initial Fleet Size**"). The Contractor acknowledges and agrees that, as of the Notice of Award, it has the facilities and resources necessary to support up to [TBD – BASED ON PROPOSAL] vehicles (the "**Maximum Fleet Size**"). Upon the Authority's request, the Contractor shall make the Maximum Fleet Size available for the provision of AAR Service unless such additional Vehicles are unavailable for reasons that are outside of the Contractor's reasonable control. The Contractor shall also submit written proposals to the Authority requesting to further increase the Initial Fleet Size to provide additional AAR Service, or to utilize different Vehicle types, which proposal the Authority may approve or disapprove in its sole discretion.

5. VEHICLE OPERATORS.

5.1. Employer Relationship. The Contractor acknowledges and agrees that each Vehicle Operator and Dispatcher shall either be the employee of the Contractor or the employee of a Subcontractor. The Contractor shall be responsible for the acts and omissions of each of its Subcontractors, as well as, each Vehicle, regardless of whether the Vehicle Operator is an employee of the Contractor or a Subcontractor, or whether the Contractor, Vehicle Operator, or other party owns, leases, contracts for or otherwise legally controls the Vehicle that such Vehicle Operator operates. The Contractor shall promptly notify the Authority when a Vehicle Operator or a Dispatcher is no longer assigned to perform Work under the Contract.

5.2. Driver's Licenses; Documentation. The Contractor shall ensure that each Vehicle Operator, prior to performing any AAR Service, possesses either a valid: (i) NYS Commercial Driver's License ("CDL") with the passenger "P" endorsement under Article 19-A of NYS Vehicle & Traffic Law (codified as N.Y. Veh. & Traf. Law §§ 509-a to 509-o), in order for such Vehicle Operator to operate Cutaway Vans; or (ii) a NYC TLC driver's license in order for such Vehicle Operator to operate any other type of Vehicles to perform the AAR Service. A "CDL Vehicle Operator" means a Vehicle Operator with a valid CDL, and a "TLC Vehicle Operator" means a Vehicle Operator with a valid TLC driver's license. The Contractor shall ensure that, when applicable, each Vehicle Operator shall also meet and adhere to all other requirements and possess all certifications needed to perform the Work and operate the Vehicles. The Contractor shall maintain copies of all applicable licensing documentation for each Vehicle Operator throughout the Term of the Contract and as otherwise required pursuant to Agreement Section 17.3 (Record Preservation Obligations), and shall provide any such documentation to the Authority within 24-hours upon request.

5.3. Vehicle Operator Requirements.

5.3.1. Minimum Requirements for CDL Vehicle Operators. The Contractor shall ensure Cutaway Vans are operated by only CDL Vehicle Operators. The Contractor shall ensure that each CDL Vehicle Operator, prior to performing any AAR Services, receives satisfactory results from a NYS Department of Criminal Justice Services and Federal Bureau of Investigation fingerprint background check in accordance with New York State Department of Motor Vehicles, Commissioner's Regulations Part 6, Special Requirements for Bus Drivers. The Contractor shall retain and record all documentation associated to the background check throughout the Term of the Contract and as otherwise required pursuant to Agreement Section 17.3 (Record Preservation Obligations). The Contractor shall provide any such documentation to the Authority within 24-hours upon request. The Contractor shall ensure that each CDL Vehicle Operator is prohibited from providing AAR Service at any time if they do not have a valid CDL at the time that they are performing AAR Service.

5.3.2. Minimum Requirements for TLC Vehicle Operators. The Contractor shall ensure that each TLC Vehicle Operator is prohibited from providing AAR Service at any time if they do not meet either of the following requirements: (i) a valid driver's license for one year, or, if under the age of twenty-three (23), three (3) years; and (ii) a valid NYC TLC driver's license at the time that they are providing AAR Service.

5.3.3. Disciplinary Record. In addition to the Contractor ensuring that all Vehicle Operators possess all required permits, certifications, and other qualifications mandated by state and federal law, the Contractor shall ensure that each Vehicle Operator is prohibited from providing AAR Service if any of the following conditions apply to such Vehicle Operator:

- More than four (4) points accumulated within three (3) years immediately preceding employment. Allowance shall be given for taking the NYS DMV Defensive Driving Course's reduction in points accumulated during an eighteen (18)-month period. The Vehicle Operator's abstract shall reflect the point reduction at the time of hire;
- A conviction for driving any vehicle while impaired or intoxicated within the five (5) years immediately preceding employment;
- Any punitive suspension or revocation of license during the three (3) years immediately preceding employment;
- Three (3) or more moving violations within the three (3) years immediately preceding employment;
- Three (3) or more at-fault Accidents within the three (3) years immediately preceding employment; or
- Any violation issued in connection with an Accident within the three (3) years immediately preceding employment.

5.3.4. Daily Vehicle Operator Assessment. In addition to all other requirements set out herein, the Contractor shall review each Vehicle Operator prior to such Vehicle Operator's commencement of AAR Services on a day to ensure that such Vehicle Operator is able to provide AAR Services in compliance with all requirements herein and otherwise

qualified and fit to provide AAR Services.

5.4. Drug and Alcohol Testing. The Contractor shall ensure that each Vehicle Operator, prior to performing any AAR Service, has received satisfactory results from a pre-employment drug and alcohol test administered in accordance with FTA regulations. The Contractor shall also: (i) ensure that all Vehicle Operators shall be subject to drug and alcohol testing at random times as required herein (including Agreement Section 25.12.1 (Federal Drug and Alcohol Testing Requirements)) and following any Accidents in compliance with FTA regulations, and Authority-provided policies and procedures, which shall be administered by the Contractor in accordance with this Contract; and (ii) prohibit any Vehicle Operator from providing AAR Service who does not receive satisfactory results on such drug and alcohol tests administered by the Contractor in accordance with FTA regulations. The Contractor shall provide a monthly report of its drug and alcohol testing, in an Authority-approved form and format in accordance with Section 3.7.1 (Drug and Alcohol Testing Programs Report).

5.5. Criminal Charges. The Contractor shall ensure that each Vehicle Operator has not been convicted of, nor served any felony sentence including, probation or deferred adjudication for driving while intoxicated or under the influence of controlled substances. The Contractor shall ensure that each Vehicle Operator has not had any criminal charges pending for an offense of driving while intoxicated, under the influence of controlled substances, or any other charges for any offense that is a felony. The Contractor shall ensure that each Vehicle Operator does not have any outstanding warrants for arrest.

5.6. Language Proficiency. The Contractor shall ensure that each Vehicle Operator possesses the ability to read, write, and otherwise communicate in English.

5.7. Working Knowledge. The Contractor shall ensure that each Vehicle Operator shall have a working knowledge of the Service Area and be able to read a street map.

5.8. Prohibition on Gratuities. The Contractor shall ensure that each Vehicle Operator does not solicit, accept or in any way encourage a tip or gratuity from a Customer.

5.9. Appearance; Dress Code. The Contractor shall ensure that each Vehicle Operator is neatly dressed and well-groomed at all times while performing the Work, and at no time shall any Vehicle Operator's hair or clothing be worn so as to obscure the Vehicle Operator's vision or otherwise create a safety hazard.

5.10. Photo Identification. The Contractor shall ensure that each Vehicle Operator displays, in a manner easily visible to Customers, photo identification (each, a "Photo ID") at all times while performing the Work, and shall identify themselves with such Photo ID when asked at any time by Authority personnel, the New York City Police Department, Customers, other peace officers or other authorized government personnel. The Contractor shall otherwise ensure that Photo IDs are not similar in appearance to Authority employee pass or ID cards.

5.11. Vehicle Operator Training. The Contractor shall ensure that each Vehicle Operator successfully completes all driver training stated herein prior to performing the work of this Contract.

5.12. Vehicle Operator Removal. The Authority shall be entitled, in its sole discretion, to require the Contractor remove or suspend a Vehicle Operator from performing AAR Service based on good cause as determined by the Authority in its sole discretion. To the fullest extent permitted by law, the Authority's failure to exercise such discretion shall not relieve the Contractor of any responsibility or liability, including with respect to ensuring that its Vehicle Operators comply with all standards and other requirements set forth herein.

5.13. Removal Due to Compromised State. The Contractor shall immediately remove from performing Work any Contractor personnel found to be intoxicated, or found partaking of or appear to be under the influence of intoxicating or alcoholic beverages or controlled substances while engaged in the performance of their duties or during their break period.

6. COMMUNICATIONS; ACCESS TO AUTHORITY SYSTEMS.

6.1. Dedicated Channels. At minimum, the Contractor shall maintain a dedicated telephone number and email address to which the Authority may provide Manifests, Trip Insertions, and other requests.

6.2. Internet Connectivity; Onboard Devices. The Contractor shall also maintain internet connections and tablets and/or other devices in the Vehicles that meet the minimum system requirements necessary for the Contractor to access and use all Authority Systems. The Contractor shall also ensure that such devices are able to collect and send a GPS feed and interface with the Authority System so that the Authority may receive each Vehicle's location information in real-time. The Contractor shall deactivate such devices when the Vehicle is not being utilized to perform AAR Service.

6.3. Access to Authority Systems. The Authority will provide the Contractor with access to certain Authority Systems in accordance with the Contract. The Contractor shall be solely responsible, at its sole cost and expense, for purchasing, installing, and maintaining any hardware required to access and use such Authority Systems (collectively, the "Contractor

Hardware"), and all Contractor Hardware is subject to the Authority's prior written approval. The Contractor shall provide the Authority with information as needed for the purpose of granting access to the Authority Systems.

7. INFORMATION TECHNOLOGY SECURITY.

7.1. Cybersecurity Requirements. Contractor shall have and maintain physical and electronic information technology security that is in compliance with annexed Exhibit A (MTA CYBERSECURITY REQUIREMENTS) and Exhibit B (MTA CYBERSECURITY TERMS AND CONDITIONS)

7.2. Customer Personal Information. The Contractor shall not disclose, and shall inform and require Vehicle Operators not to disclose, any personal information of any Customer, including names, addresses, destinations, disabilities, and/or other personal information provided by the Authority, to any third party, except to the minimum extent required in the case of a medical emergency (such as where the Vehicle Operator must contact emergency medical personnel), or as required by applicable law.

8. FARE COLLECTION & PAYMENT.

8.1. Standard Fare. Unless otherwise indicated by the Authority, each Customer is required to pay the standard fare (currently \$2.90 or \$1.45 for Fair Fare Customers), which the Contractor shall ensure that the Vehicle Operator collects prior to the start of the trip. Upon request, the Vehicle Operator shall make available a fare payment receipt to the Customer. If a Customer required to pay a fare does not present a valid AAR identification or alternate government-issued picture ID or does not pay the applicable fare, the Contractor shall ensure that the Vehicle Operator does not deny the trip on the basis of such incident, however, the Contractor shall promptly notify the Command Center with details regarding the incident and implement any specific instructions from the Command Center.

8.2. Guests; PCAs. If a Customer is accompanied by a Guest or PCA, then the Authority will relay this information to the Contractor in the Trip Information. A Guest will also be required to pay the applicable fare. However, a PCA shall not be required to pay a fare. If the Trip Information for a particular trip did not indicate that an accompanying Guest or PCA was expected, and a Guest or PCA is present with the Customer, then the Contractor must notify the Command Center and request approval from the Command Center before allowing the Guest or PCA to accompany the Customer on the trip. If the Command Center approves the Guest or PCA, then the Contractor shall: (i) update the Trip Information within the Authority System; and (ii) if the Customer is accompanied by a Guest, collect the applicable fare from the Guest.

8.3. Collection of Fare. The Authority will provide the Contractor with the total fare amount to be collected, however if the Customer's Guest(s) does not travel with them, then the Contractor shall instruct the Vehicle Operator to only collect the Customer's portion of the stated fare and immediately notify the Command Center of this change in ridership so that its records may be updated for invoicing purposes. On the day of service if there are issues regarding fare payment the Contractor shall notify the Command Center and record it in the Authority System.

8.4. Other Fare Types. While fares are mostly paid in cash, the Contractor shall ensure that its Vehicle Operators accept other means of fare collection such as a paper ticket (voucher), TransitChek (commuter benefit), all of which the Vehicle Operators must submit to the Contractor. The Contractor shall accommodate other means of payment that the Authority may implement, such as electronic payments.

9. CUSTOMER SERVICE.

9.1. Standard of Customer Service. In order to provide the highest level of customer experience, Vehicle Operators shall be ready, willing, and able to provide safe, courteous service at all times and recognize the unique needs of each Customer.

9.2. Customer Notification. The Contractor or its Dispatcher shall contact, via text or telephone, assigned Customers at least fifteen (15) minutes before the pick-up to confirm the trip and advise the Customer of the Vehicle type and any other identifying information that the Customer may need to recognize their Vehicle. If the Contractor is unable to reach the Customer via telephone, the Contractor shall nevertheless dispatch a Vehicle absent the Authority's instructions to the contrary.

9.3. Required Waiting Period; Customer No-Show. The Contractor shall instruct the responding Vehicle Operators to wait a minimum of five (5) minutes past the later of: (i) the Vehicle Operator's actual arrival time; (ii) the Scheduled Pick-Up Time for the Customer to approach and enter the Vehicle; and (iii) the Dispatcher's or Vehicle Operator's attempt to contact the Customer after arrival as required herein. In the event of a Customer No-Show, the Contractor shall immediately notify the Authority and update the Customer status as a Customer No-Show via the Authority System. Prior to declaring a Customer No-Show, the Contractor shall ensure that the Vehicle Operator has first attempted to locate the Customer by verifying the pick-up location, exiting the Vehicle, visually scanning the area, and calling out the Customer's name. The Dispatcher shall also verify that the Vehicle Operator has arrived at the correct pick-up location, and shall call the Customer at the telephone

number provided prior to declaring a trip a Customer No-Show.

9.4. Door-to-Door Service; Assistance. The Contractor shall provide "Door-to-Door" service for both ambulatory and non-ambulatory Customers, and provide any additional assistance indicated on the Manifest. Door-to-Door service shall include assisting the Customer with their boarding and exiting of the Vehicle and from the Vehicle to the front door of the location that the Customer is going to or coming from. Depending on the Customer's disability, the Vehicle Operator may be required to exit the Vehicle and call out the Customer's name or assist the Customer to and from the Vehicle to their door. The Vehicle Operator shall confirm the Customer's identification prior to the start of the trip, including by requesting to see the Customer's AAR identification. Vehicle Operators shall carry up to two (2) bags or parcels on and off the Vehicle, not exceeding forty (40) pounds total. Vehicle Operators shall transport Service Animals and ensure that they enter and exit the Vehicle safely. For the safety of all Customers and other passengers, Vehicle Operators are not required to assist Customers more than one hundred (100) feet from the Vehicle or provide assistance that would cause the Vehicle Operator to lose sight of the Vehicle. As long as the Vehicle Operator does not lose sight of the Vehicle and is not more than one hundred (100) feet from the Vehicle, the Vehicle Operator shall assist the Customer with accessing and boarding the Vehicle; provided, however, that the Vehicle Operator shall not be obligated to assist the Customer in traversing more than one (1) step.

9.5. Customer Complaints. The Authority's Division of Customer Relations will manage the complaints receipt and distribution process. All Customers and other persons who make a complaint by telephone shall be referred to the Division of Customer Relations at (877) 337-2017, prompt #6. The Contractor shall forward hard copies of written complaints within three (3) business days of receipt to the Paratransit Customer Correspondence Unit, 33-00 Northern Boulevard, Long Island City, NY 11101, or such other address as the Authority designates in writing. The Contractor shall provide a written response to any complaint forwarded by the Authority to the Contractor. The Contractor shall investigate and respond to the Authority no later than three (3) business days after receipt by the Contractor of the Authority's request. The Authority shall instruct the Contractor to whom the response and any copies should be directed. In addition, the Contractor may be required to speak via telephone with Customers in response to complaints.

9.6. Accident and Incident Reporting. The Contractor shall ensure that all of its Vehicle Operators comply at all times with all laws, rules, and regulations applicable to the Vehicle Operator's obligations in the event of an Incident or Accident, including all reporting obligations. For information purposes, the Contractor shall also immediately notify the Command Center by telephone no later than one (1) hour after any Accident or Incident, and thereafter submit a completed Accident/Incident Report Form to the Authority within twenty-four (24) hours of the occurrence of such Accident or Incident providing the following written information concerning the Accident or Incident: (i) date; (ii) trip ID; (iii) base or the Network Service Provider; (iv) Vehicle Operator's name, NYS DMV license number, and TLC license number; (v) time; (vi) location and geo code (if available); (vii) Customer, guest, and PCA names; (viii) Brief description of the Accident or Incident; (ix) whether Emergency Medical Services (EMS) was contacted; (x) whether police were contacted, and if so, Badge #; (xi) Vehicle information (license plate#, vehicle#, DOT#); and (xii) a copy of the applicable no-fault insurance certificate. For the avoidance of doubt, Accidents or Incidents include the occurrence of any of the following during the transporting of any Passengers: (i) collisions between Vehicle(s) and another vehicle(s), person(s) or object(s); (ii) any personal injury to any person, driver, passenger, pedestrian, person in another vehicle; (iii) Customer disturbances, sickness, or instances where the Customer elects to leave the Vehicle before arrival at their destination; (iv) Vehicle fire, or (v) Customer complaints of injury or property damage or other circumstances likely to result in either a noteworthy incident or the filing of claims against the Contractor or the Authority.

10. TRAINING.

10.1. Training by Authority; Contractor Training. The Authority will provide key Contractor personnel with "Train-the-Trainer" instructional sessions to impart the standards of Customer assistance that the Contractor will be required to provide. The Authority may audit Contractor's provision of training at any time, and/or in response to specific complaints about driver behavior. The Contractor shall provide all required training to its Contractor Personnel as further set out herein other than the Authority-provided instructional sessions set out herein.

10.2. Vehicle Operator Training. The Contractor shall ensure that each Vehicle Operator completes at least three (3) hours of training specific to the AAR Service, conducted by the Contractor or a subcontractor specializing in such training as approved by the Authority. The Authority will provide the Contractor with an outline of topics that must be covered at such training, including ADA and AAR Service basics, customer service, wheelchair securement and call out and assist, trip acceptance, Customer verification, and payment collection procedures. Training on how to provide door-to-door service shall be part of the training that all Vehicle Operators must receive to be eligible to be assigned to perform trips. Training for Vehicle Operators shall include both a classroom and "interactive" component wherein Vehicle Operators have the opportunity to practice providing different types of assistance and interacting with Customers. For Wheelchair Accessible Vehicles, the Contractor shall ensure that all Vehicle Operators completed the TLC's required training prior to operating any

Wheelchair Accessible Vehicles. The Contractor shall ensure that each Vehicle Operator shall further receive a minimum of two (2) hours of retraining each year. A required component of this retraining shall be customer service and safe driving training.

10.3. Additional Training for Customers with Disabilities. The Contractor shall provide additional training to Vehicle Operators addressing the provision of trips for Customers with cognitive disabilities. Vehicle Operator training shall include assisting Customers with certain disabilities and equipment types as outlined in the Authority provided train-the-trainer material.

10.4. Recordkeeping. The Contractor shall provide the Authority with a list of Vehicle Operators who it has verified to have completed the appropriate training to perform AAR Service trips, no later than one (1) month following the Award Date, and provide an updated list on a recurring monthly basis. This list shall distinguish between (i) Vehicle Operators who have completed initial on-boarding training in the prior month; and (ii) Vehicle Operators who have completed annual retraining in that time period; and shall also designate Vehicle Operators who have completed the supplemental training.