



**MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY**

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

PROCUREMENT AND LOGISTICS DEPARTMENT

REQUEST FOR PROPOSALS

RFP NO. 140-16

BUS OPERATIONS AND MAINTENANCE SERVICE FOR WINTHROP ROUTES 712/713

PROJECT COORDINATOR: MICHELLE BARRY

DATE ISSUED: 11/18/16



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO
Brian Shortsleeve, Chief Administrator and Acting General Manager



November 18, 2016

Dear Proposers,

The MBTA is pleased to announce RFP# 140-16 for Bus Operations and Maintenance Service for Winthrop Routes 712/713. This is a solicitation for a contractor to provide bus operation and maintenance of MBTA-owned Vehicles. As you will see in the accompanying document responses are due December 20, 2016 at 12 noon EST.

I encourage all interested proposers to participate in this important service to the town of Winthrop and we look forward to your responses.

Best regards,

Gerard J. Polcari
Chief Procurement Officer
Massachusetts Bay Transportation Authority

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REQUEST FOR PROPOSALS NOTICE

Massachusetts Bay Transportation Authority
Procurement and Logistics Dept., Room 2810
Ten Park Plaza, Boston, MA 02116
Chief Procurement Officer
Gerard J. Polcari

Bus Transportation Services
RFP No.: 140-16
Date: November 18, 2016
Project Coordinator: Michelle Barry

Tel. No.: 617-222-3402
Fax No.: 617-222-5368
Email: MBarry@mbta.com

1. REQUEST FOR PROPOSAL INFORMATION

1.1 INTRODUCTION

The MBTA seeks a qualified Contractor to provide Bus Operations and Maintenance Service for Winthrop bus routes 712/713. Contractor will provide bus operation and maintenance of MBTA-owned Vehicles. To assist the MBTA in this effort, the Authority is issuing this Request for Proposals (“RFP”) to solicit responses from qualified firms or individuals who can meet the project requirements stated herein.

This is a Competitively Negotiated Best Value - Two Phase Procurement.

1.2 DUE DATE

Sealed Proposals are due at the Materials Management Department, Room 2810, Ten Park Plaza, Boston, MA 02116, no later than **December 20, 2016** EST/EDST for the work described herein. **PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL PROPOSAL FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES. PROPOSERS SHALL SUPPLY ONE ORIGINAL AND ONE PRINTED COPY ALONG WITH ONE ELECTRONIC COPY OF BOTH PROPOSAL SUBMISSIONS. THE TECHNICAL PROPOSAL AND COST PROPOSAL MUST BE COMPLETELY SEPARATE COPIES. FINANCIAL DATA SHALL BE INCLUDED IN THE COST PROPOSAL.**

1.3 PRE-PROPOSAL CONFERENCE

A **Pre-Proposal Conference** will be held at the MBTA on **November 28, 2016** in the Procurement & Logistics Dept., 10 Park Plaza, Room 2810 at 10:00 A.M. Firms are advised that they need proper identification to attend the pre-proposal. Attendees should contact Michelle Barry, Project Coordinator by email to indicate attendance. (See above email)

The Authority requires a minimum Acceptance Period of 120 calendar days. “**Acceptance Period**” for purposes of this solicitation means the number of calendar days available to the MBTA for awarding a contract based on the Due Date specified in this solicitation for receipt of proposals.

1.4 CANCELLATION OF SOLICITATION

The Authority reserves the right to cancel this solicitation at any time prior to execution of the Contract by all parties and without any liability against the Authority.

2. INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

This is a Competitive Negotiated Best Value Procurement. Only those Proposers who submit Technical Proposals, which are in accordance with the specifications and submission requirements stated herein, will have the Cost Proposal opened for consideration.

2.2 SCOPE OF PROPOSAL

Pursuant to this RFP, Proposers are required to comply with the terms and conditions stated herein in order to be deemed responsive and responsible. Proposers must address all terms, conditions, and concerns listed in this RFP and describe how it plans complete the work effort such that the Authority's requirements are fully met. Firms submitting proposals that do not meet all of the requirements listed in the RFP will not have Cost Proposal opened and/or reviewed. Failure by the Proposer to examine all information pertaining to this solicitation or participate in an on-site visit, if scheduled by the Authority, will be at the Proposers risk.

2.3 CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Project Coordinator at the Procurement & Logistics office no later than seven (7) business days after the pre-proposal conference (see Section 1.3).

Should the MBTA make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Proposers in the form of written Addenda. No officer, agent, or employee of the MBTA is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Proposers in accordance with this Section 2.3 (Clarification of Specifications).

2.4 EXTENSION OF PROPOSAL DUE DATE

Requests for an extension of the Proposal Due Date (see Section 1.2) must be submitted in writing to the attention of the Project Coordinator no later than five (5) business days prior to the Due Date. The MBTA reserves the right to determine whether an extension is justified. All Proposers will be notified in writing of any extension granted.

2.5 ACKNOWLEDGEMENT OF ADDENDA

Proposers shall acknowledge written Addenda by signing and returning the Addenda Acknowledgment form (see Section 7.3) with the Proposer's proposal. The Proposer is responsible for verifying the number of Addenda issued, which is available at: www.mbta.com, under "Doing Business with the T."

If this RFP is modified by an amendment, then all terms and conditions that are not modified remain unchanged.

2.6 SUBMITTAL

Proposers responding to this RFP must fully complete, sign, and submit the Acknowledgement **Form** contained in **Attachment #1** and **Attachment #2** for the General Terms and Conditions and Certificates and Forms, plus respond to the Selection Criteria Section, with their Technical

Proposal. Proposer's Technical Proposal submission must clearly indicate the Proposer's name and address and the RFP Name and No. on the face of the submission package. Proposer's submission shall be a cover letter showing the Proposer's name, post office address, telephone number, fax number, and name, title, telephone number, email address and signature of the person submitting the proposal. The signature must be in ink or indelible pencil.

- A sealed or notarized letter/vote attesting to the signer's authorization to sign the proposal on behalf of the Proposer must accompany the cover letter.
- **Proposers shall provide one (1) original and six (6) copies of their Technical Proposal. Cost Proposals shall be submitted in a separately sealed envelope or carton clearly marked "Cost Proposal" with the solicitation number. One (1) original, and two (2) hard copies of the Cost Proposal shall be submitted. In addition six (6) electronic copies (flash drive) of each Technical Proposal and Cost Proposal are to be separately included in clearly marked envelopes.**

2.7 GUARANTY

A Performance Guarantee in the amount of **10% of proposed annual contract amount inclusive of fuel costs** is required by the Authority to ensure faithful performance of the Contract. The Performance Guarantee may be either a Performance Bond or an Irrevocable Stand-By Letter of Credit and shall remain in full force and issued yearly throughout the term of this Agreement. The successful Bidder shall certify that it shall provide the requisite Performance Guarantee to the Authority within ten (10) business days from Contract execution in accordance with the following minimum requirements:

2.7.1 Performance Bond

The Bidder shall furnish with its bid proposal certification that a Performance Bond in the amount of 10% of proposed annual contract amount inclusive of fuel costs will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide with its proposal a similar statement from its surety. The Authority requires all Performance Bonds to be secured through an insurance company (or companies) which is/are licensed in the Commonwealth of Massachusetts or which is/are approved by the Authority. The insurance company must have a rating of B+ or better. The name of the agency or agent writing the bond shall be identified with or on the bond. The Contractor shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by MBTA. The MBTA shall be supplied with signed certificates of such insurance ten (10) business days prior to the commencement of any work under this Contract. Any deductible shall be the responsibility of the Contractor or Subcontractor.

2.7.2 Irrevocable Stand-By Letter of Credit

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid proposal, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder.

The Irrevocable Stand-By Letter of Credit will only be accepted by the Authority if:

- A bank in good standing issues it. The Authority will not accept a Letter of Credit from an entity other than a bank.

- It is in writing and signed by the issuing bank.
It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
- The Massachusetts Bay Transportation Authority (“MBTA”) is identified as the Beneficiary.
- It is in an amount equal to **10% of the proposed contract amount.**
- The effective date of the Letter of Credit is the same as the effective date of the Contract and shall be renewed for each subsequent year of the Contract.
- The expiration date of the Letter of Credit coincides with the term of this Agreement.
- It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the MBTA and the Contractor the work stipulated herein.
- The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

2.8 PUBLIC OPENING

There is **no** public opening of Technical Proposals or Cost Proposals. Technical Proposals are opened by the Contracting Officer in the presence of MBTA witnesses and then distributed to a designated Technical Review Committee.

2.9 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

Any offer received at the Procurement & Logistics Department after the exact time specified for receipt as designated in Section 1.1 (Due Date) will not be considered unless it is received before award is made and:

- 2.9.1** Package was sent by registered or certified U.S. mail not later than the fifth (5th) calendar day before the Due Date; or
- 2.9.2** Package was sent by mail, or other method authorized by the Authority (e.g., facsimile) and the late receipt was due solely to the mishandling of the package by the Authority after receipt; or
- 2.9.3** It is the only offer received by the Authority.

Any modification of an offer, except a modification for “best and final” offer, is subject to the same conditions stated in Sections 2.9.1, 2.9.2, and 2.9.3.

A modification resulting from a request for “best and final” offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Authority.

Notwithstanding the above, a late modification of any otherwise successful offer that makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

Proposals may be withdraw by written notice to the Authority, or in person by the Proposer or an authorized representative of the Proposer at any time before award.

2.10 REJECTION OF PROPOSAL

The MBTA reserves the right to reject any and all proposals, in whole or in part, if such action is determined to be in the best interests of the Authority. Unless all proposals are rejected, award shall be made to that Proposer whose proposal, conforming to the solicitation, in the judgment of the MBTA, will be most advantageous to the MBTA, price/cost and other factors considered.

2.11 WAIVER OF INFORMALITIES, DEVIATIONS, MISTAKES AND MATTERS OF FORM

The MBTA reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the Proposal documents, which can be waived or corrected without prejudice to the Contractor. The Chief Procurement Officer is the only authorized agent who can waive rules.

2.12 APPEAL/PROTEST PROCEDURES

Appeals/protests relative to this procurement will be reviewed and adjudicated in accordance with the MBTA's Appeals/Protest Procedure - Goods & Services. A copy of this procedure is available by contacting the Project Coordinator assigned to this procurement. In the event that this procurement is federally funded with financial assistance from the Federal Transit Administration (FTA), interested parties may elect to issue a protest to the FTA if the interested party believes that the MBTA failed to follow the protest procedures identified above after exhausting MBTA's appeals and protest procedure. These parties must exhaust all appeals and protest procedures with the MBTA first. Such protests to the FTA must be filed in accordance with FTA Circular 4220.1E, Section 7I, Written Protest Procedures.

2.13 TAX EXEMPTION

The MBTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. The MBTA is also exempt from Massachusetts State Sales Tax -- Exemption Number E-042-323-989. Such taxes should not be included in Proposal prices.

As an independent Contractor, the Contractor alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to such fees incurred under this Agreement.

2.14 CONFLICT OF INTEREST

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the MBTA by the Proposer, Proposer's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of the MBTA; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of any city, county, or town within the 175 cities and towns serviced by the MBTA; and no member or delegate to the Congress of the United States,

during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the Authority's Contracting Officer in writing and fully disclose all circumstances thereof. The Authority reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the Authority does not grant an exception, the Contractor shall, within ten (10) days of written notice from the Authority, take all action necessary to comply with the terms stated herein.

The Proposer shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws. (see Section 2.14)

2.15 SELECTION SENSITIVE INFORMATION

The selection process requires discretion throughout the entire process, including the actions of all personnel associated with the evaluation of proposals, deliberation of the evaluation teams, and presentations to MBTA senior management. Inadvertent disclosures may be damaging to the Authority in terms of criticism for failing to conduct business affairs properly or for losing the competitive environment.

Selection sensitive information is information that is prepared by the Authority to conduct a particular procurement and disclosure to a competing Proposer or other outside interested party would jeopardize the integrity of the procurement concerned. Selection sensitive information consists of the approved plan; the evaluation criteria and standards; all proposals, amendments or alternative proposals submitted by each Proposer; technical and cost/price evaluation reports; the competitive pricing range determination; clarification requests and Proposer responses; company-specific past performance information; documentation used to arrive at performance risk assessments; and the Selection Decision Memorandum. Selection sensitive information shall be protected and marked "Selection Sensitive."

Personnel assigned to this RFP will not reveal selection sensitive information to individuals outside of the selection organization, or outside areas designated for selection deliberations during the selection process. While the selection is in progress, only the Contracting Officer or his designee may disclose selection sensitive information. After contract award, this authority is vested in the Contract Administrator for the specific contract and dissemination of selection sensitive information will be in accordance with local, state, and federal laws and regulations. If an unauthorized disclosure or release of selection sensitive information occurs, the matter will be brought to the attention of the Authority for investigation and resolution.

2.16 INTERFACE WITH PROPOSERS

Personnel involved in the selection shall avoid any situation or contact with a competing Proposer that is not essential or would raise questions of impropriety. The objectivity of the selection process may be impaired by contacts between Authority personnel and prime contractors/subcontractors involved in the competition during the period between the release of the RFP and announcement of the selection decision. After the RFP has been released, all attempted communications by Proposer's and/or their representatives shall be referred to the Contract Administrator. In addition, any contact with Proposers by the Authority for additional information after the RFP has been released will be made through the Contract Administrator.

3. DIVERSITY AND M/WBE

3.1 OVERVIEW

It is the policy of the Commonwealth and the MBTA to ensure non-discrimination in the procurement of goods and services. It is the MBTA's intention to create a level playing field on which all contractors and subcontractors can compete fairly for contracts. The MBTA promotes equity of opportunity in state contracting; and to that end, encourages full participation of minority, women and other disadvantaged owned businesses as those terms are defined by the Commonwealth's Supplier Diversity Office.

The MBTA further recognizes the importance of meaningful partnerships involving subcontracting with minority, women and other disadvantaged owned businesses. All bids must provide good faith small business plans. The MBTA also requires a supplier diversity plan containing meaningful minority, women and other disadvantaged owned business commitments.

MBTA encourages and expects the Respondent to pursue and encourage partnering opportunities with and for minority, women and other disadvantaged owned businesses. The selected Respondent is encouraged and expected to create a level playing field to the maximum practical extent consistent with the objectives and requirements of the MBTA policy. Therefore, the Respondent is requested to document its efforts to include minority, women and other disadvantaged owned businesses in this contracting opportunity. Respondents are also requested to explain in their executive summary how they intend to utilize and encourage partnering opportunities with minority, women and other disadvantaged owned businesses for this project.

The minority, women and other disadvantaged owned businesses Plan requirements and participation objectives apply to the total value of the Contract including post-award change orders and modifications. Submissions will be evaluated based on the Respondent's approach and demonstrated commitment to the MBTA's Diversity and Civil Rights Programs, ability to successfully respond to the contract's minority, women and other disadvantaged owned businesses participation requirements, and compliance with the overall MBTA policy.

- 4. General Terms and Conditions (See Attachment #1)**
- 5. Service Level Agreement (See Attachment #2)**
- 6. Selection Process (See Attachment #3)**
- 7. Certificates and Forms (See Attachment #4)**
- 8. Cost Forms (See Attachment #5)**