

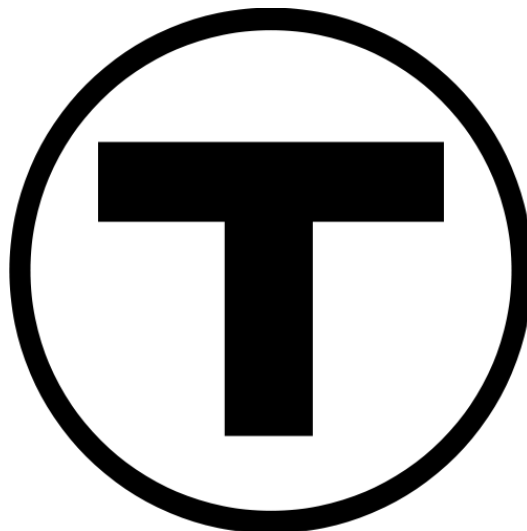
**MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY**

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

MATERIALS MANAGEMENT DEPARTMENT

**REQUEST FOR PROPOSALS
FOR ADA PARATRANSIT SERVICES**

RFP NO. 92-13 – North Area



DATE ISSUED: JULY 10, 2013

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Deval L. Patrick, Governor
Richard A. Davey, MassDOT Secretary & CEO
Beverly A. Scott, Ph.D., General Manager
and Rail & Transit Administrator



REQUEST FOR PROPOSAL NOTICE

To All Interested Parties:

The MBTA is requesting proposals to provide ADA Paratransit Service in the Greater Boston Area, for a base period beginning July 1, 2014 through June 30, 2019, with associated Mobilization activities beginning on January 1, 2014 to ensure the successful implementation of services, and for a two-year option period beginning July 1, 2019 through June 30, 2021.

The purpose of this advertisement is to notify public and private transportation providers that the MBTA requests proposals from interested parties to provide THE RIDE 365 days a year in the following service areas:

- **North Service Area**
- **West (formerly the Northwest) Service Area**
- **South Service Area**

Firms may submit proposals for any of the service areas listed above. Proposals for each area must be submitted separately and independently. The MBTA reserves the right to make single or multiple area awards. Direct service providers and joint venture participation will be considered.

Proposal documents may be obtained electronically via mbta.com/business_center/bidding_solicitations. All documents, amendments, questions, and responses to questions will be published on the MBTA web site.

Proposals Re: RFP 92-13 for ADA Paratransit Services for FY15-FY19 must be received at the Materials Department, Room 2810, 2nd Floor, Ten Park Plaza, Boston, MA 02116, by 3:00 P.M. on: September 6, 2013.

A Proposer conference will be held on July 22, 2013, at 1 p.m. in the MBTA Board Room, Ten Park Plaza, 3rd Floor, Boston, MA 02116.

Beverly A. Scott, Ph.D.
General Manager

Massachusetts Bay Transportation Authority
Materials Management Department, Room 2810
Ten Park Plaza, Boston, MA 02116
Chief Procurement Officer: Claudia Russell

Project Name: MBTA ADA PARATRANSIT SERVICES
RFP No.: 92-13
Date: 7/10/2013

Buyer: Beth Tetreault
Telephone No.: 617-222-3057
Fax No.: 617-222-5349
Email: etetreault@mbta.com

1.0 INTRODUCTION

1.1 OVERVIEW

THE RIDE program of the Massachusetts Bay Transportation Authority (MBTA) provides door-to-door transit service to persons with disabilities who are unable to access or use the MBTA's fixed route system. Since it began operation in 1977, the service has grown from a relatively small operation serving a 12 square mile area in Brookline, Cambridge and parts of Boston, to one of the largest paratransit operations in the nation serving a 712 square mile area including 60 cities and towns with a combined population of 2.5 million. In FY12, THE RIDE provided approximately 2.3 million trips to registered customers and 2.6 million total trips (including PCAs and companions).

The MBTA is seeking qualified service providers to provide ADA Paratransit Service in THE RIDE's three service areas over a base period beginning July 1, 2014 through June 30, 2019, with associated mobilization activities beginning on January 1, 2014 to ensure the successful implementation of services. There will also be a two-year option period beginning July 1, 2019 through June 30, 2021. That is, the MBTA will be able to authorize a two-year extension of the contract if it believes that such an extension is advantageous to the MBTA.

Registered client ridership forecasts for these years are shown in Table 1.1, noting that forecast ridership in the first three years of the contract is lower than the actual FY12 ridership (above) due to policy changes implemented in the interim periods. Companions and PCAs together have accounted for 13% of the total ridership in recent years.

Table 1.1 Forecast Registered Passenger Trips by Fiscal Year

Fiscal Year	North - Registered Passenger Trips	West - Registered Passenger Trips	South - Registered Passenger Trips	Total Registered Passenger Trips
Yr 1 - FY 2015	664,992	733,769	619,543	2,017,937
Yr 2 - FY 2016	691,725	763,266	644,449	2,099,058
Yr 3 - FY 2017	731,533	807,192	681,537	2,219,858
Yr 4 - FY 2018	774,734	854,861	721,784	2,350,951
Yr 5 - FY 2019	817,934	902,529	762,032	2,482,044
Yr 6 - FY 2020	861,135	950,198	802,280	2,613,137
Yr 7 - FY 2021	904,335	997,866	842,528	2,744,231

1.2 KEY CHANGES

Key changes that were implemented in FY13 include:

- An increase in fare occurred on July 1, 2012 in conjunction with a general “across-the-board” fare increase for MBTA services. On this date, the fare for THE RIDE increased from \$2.00 to \$4.00.
- On October 1, 2012, the MBTA introduced a non-ADA trip fare of \$5.00 for trips on THE RIDE that (1) have an origin and/or destination beyond the ¾ mile fixed-route corridor but are within the boundaries of the 60 cities and towns that the MBTA serve, or (2) are within the ¾ mile corridors but at times when the route is not operating, or (3) are requested on the day of travel.
- In-person functional assessments to determine ADA paratransit eligibility were launched on December 10, 2012.

Key changes to THE RIDE customer policies:

- The MBTA is strongly committed to implementing a no-show policy. It is likely that such a policy will be implemented by the FY15-FY19 contract period. It is anticipated that implementation of a no-show policy will reduce the percentage of no-shows, which has varied between 6.53% and 8.18% from FY10 to FY13 (see Chapter 8).
- During the contract period, the MBTA may introduce a non-ADA taxi subsidy program for THE RIDE customers.

Key changes to THE RIDE service area that will implemented for the upcoming contract period:

- Currently, the City of Boston constitutes the “core” area. The core area is part of each service provider’s service area. This means that a customer can book a round trip from any town in any area into Boston without a transfer. A customer booking a trip from Boston to a location outside of Boston must call that area’s provider. However, if a customer books a trip within the core area, the customer may call any of the service providers. **Under the new contract, the core area will be expanded to also include Brookline, Cambridge, and Somerville.**
- The service area formerly known as the Northwest Service Area will be called the **West Service Area.**

- **Wilmington** will be “transferred” from the West service area to the North service area.
- **Transfer locations for THE RIDE service providers will be defined, as follows:**
 - North/West: Malden Station
 - West/South: Spring St./Charles River Loop, West Roxbury; or Needham Junction Station
 - All: Ruggles Station
- **Transfer locations for other ADA paratransit providers in Eastern Massachusetts will be defined as follows:**
 - South/BAT: BAT Intermodal Facility, 10 Commercial Street, Brockton
 - South/GATRA: Shaw’s Supermarket, Main Street, Sharon
 - West/MWRTA: Wellesley Farm’s Commuter Rail Station, 90 Croton St, Wellesley, MA
 - Transfers to other RTAs may be established during the contract term.
- Direct transfer trips are defined as trips that are required to be served without a transfer from one service provider’s service area to towns in other service areas that abut the service provider’s service area, i.e., to “border communities.” For the purposes of this procurement, **Chelsea will be considered as an abutting town to the West Service Area.** That is, a customer can book with the West Area service provider a one-way or round trip with an origin in the West area and with a destination in Chelsea and the trip will be served directly, without a transfer.

Key changes to identifying line-item costs:

- The MBTA will again be asking proposers to identify:
 - Mobilization costs which will be divided by 12 and paid on a monthly basis over Year 1 of the contract;
 - Fixed administrative and overhead costs, which are also converted to a monthly fee and paid to the contractor over the duration of the contract; and
 - Variable costs, which are converted to a per trip rate based on trip forecasts included in this RFP.

However, proposers will be prompted to identify separately fixed and variable costs associated with the reservations, scheduling, and dispatching functions. Also, proposers will be prompted to identify separately capital costs associated with the purchase or lease of contractor vehicles, MDCs, radios, and office equipment including servers and workstations.

- As is the case with the current set of contracts, fuel cost will be a “pass-through” expense with some qualifiers as detailed later in this RFP.

Key changes related to who is responsible for hardware, software, and communications costs:

- Under this contract, the MBTA will be the license holder for StrataGen’s ADEPT software that will be used to support the reservations, scheduling, dispatching, reporting and other functions related to THE RIDE. The MBTA will provide its service providers with access to the software for all functions for which they are responsible. This access will include a certain amount of flexibility, as permitted by the software, to adjust/tailor parameters that affect scheduling.
- Under this contract, the service providers will be responsible for workstations and related local

area networking located at the service provider's base of operation and all in-vehicle equipment in vehicles operated by the service provider, regardless of ownership.

- As long as service providers are responsible for the reservations, scheduling and dispatching functions, the service provider will be responsible for providing equipment and communication linkages for all communications with customers and for communication between service provider dispatchers and drivers.
- The MBTA will be responsible for all communication links between the MBTA and the service provider's base of operations that are associated with the service provider accessing ADEPT.

Key changes related to vehicles:

- As in the current contracts, MBTA will supply a portion of vehicles and service providers will supply any additional vehicles needed. For at least the first three years, service providers will, as in current contracts, have flexibility to purchase sedans or wheelchair accessible vans to accommodate all trip requests in the most productive manner.
- In the event that MBTA decides to implement a call and control center (CCC) structure, service providers will be required to transition to a standardized mix of sedans and wheelchair accessible vans to be specified by MBTA. For purposes of preparing per-hour bids beginning with Year 4, proposers should assume they will be required to operate 60% vans and 40% sedans, using a mix of MBTA-supplied and contractor-supplied vehicles as described in more detail in the RFP.

Key changes related to payment structure, incentive bonuses and liquidated damages include the following:

- Historically, providers have counted direct transfer (see definition above) as two trips. Under the new contract, this practice will cease. That is, **payment for direct transfer trips will be at the regular per trip rate.**
- Under the new contract, a service provider may not serve an "out-of-area" trip without prior approval from MBTA's THE RIDE Operations Manager. "Out-of-area" trips are defined as trips with origins and destinations that are both beyond a service provider's service area. If a service provider serves such an "out-of-area" trip without prior approval, the service provider **will not get paid** for the trip. If a service provider does receive prior approval, such a trip will be paid at the providers regular per trip rate.
- Under the new contract:
 - A **late trip** will continue to be defined as a completed trip with a pick-up more than 15 minutes after the schedule time and/or a drop-off more than 10 minutes after the appointment time.
 - A **penalty for late trips** will be equivalent to the contractual per trip rate for each late trip over 10% each month.
 - A **missed trip** will be defined as a trip that is not completed and involves each instance where a vehicle either (1) never arrives at a pick-up location; or (2) arrives at a pick-up location more than 15 minutes after the appointment time and the customer either cancels or is not present.
 - A **penalty for missed trips** that result from the vehicle never arriving or arriving more than 30 minutes after the scheduled pick-up time will be assessed a liquidated damage equivalent to twice the contractor's per trip rate.

- Currently, late trip and missed trip penalties are also applied to PCA and companion trips. Under the new contract, service providers will be assessed for only one late/missed trip **per registered trip**, and not for an additional late/missed trip for PCAs or companions accompanying the registered customer.
- There will be no longer be any monthly bonus payments for service during that month without late or missed trips.

Key changes to functional responsibilities and payment structures that may be implemented during the upcoming contract period:

- During the first three years of the contract, the service providers will continue to provide reservations, scheduling and dispatching, along with their other responsibilities for delivering service. This functional responsibility may continue in Years 4 and 5, and into the option period if exercised. The MBTA is considering shifting the responsibilities for reservations, scheduling and dispatching to a **centralized call and control center**. If the MBTA pursues this change, the call and control center would likely be established by the beginning of Year 4, with service provider reservations, scheduling and dispatching functions transferred during Year 4. If this change is implemented, the centralized call and control center would be managed by a paratransit call and control center management firm retained by the MBTA under a separate procurement.
- There is a possibility that the MBTA may decide not to implement a centralized call and control center.
- If the centralized call and control center is implemented (1) the call and control center management firm will be prohibited from also being a service provider, and (2) the service provider payment structure will change to a rate per revenue service hour.
- Therefore, in this service provider procurement, proposers will be asked to propose
 - **per trip rates**, inclusive of reservations, scheduling and dispatch costs, for all seven years of the contract (for each year of the base five-year contract as well as for each year of the two-year option; and
 - **per hour rates** for Years 4 and 5 and for the Years 6 and 7 (in case the two-year option is exercised), which would become effective after each service provider transitions to the centralized call and control center design, if the centralized call and control center is implemented.
- The incentive/penalty structure under the per-trip rate structure will remain similar to that in current contracts, noting that specific levels of incentives and penalties will be different from the current contracts, as noted above. The incentive/penalty structure under the per hour rate structure will be different, and is described later in this RFP.

A detailed description of the centralized call and control center design is provided later in this RFP.

1.3 DUE DATE

Sealed proposals are due on Tuesday, August 30, 2013: at the Materials Management Department, Room 2810, Ten Park Plaza, Boston, MA 02116, no later than for the work described herein.

PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.

1.4 PROPOSER CONFERENCE

A Proposer Conference will be held at the MBTA on July 22, 2013 in the MBTA Board Room, Ten Park Plaza, 3rd Floor, Boston, MA 02116, at 1 p.m. Proposers are advised that they need proper identification to attend this conference. Proposers should contact Buyer by telephone, fax, or email address as noted above to indicate attendance.

1.5 ACCEPTANCE PERIOD

The Authority requires a minimum Acceptance Period of two hundred and fifty (250) 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.

1.6 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.

1.7 SCHEDULE OF PROCUREMENT ACTIVITIES

THE RIDE FY 2015- 2019 (with a two-year option) Contracts

ACTIVITIES

July 10, 2013	Release advertisements of the Solicitation Notice for THE RIDE FY 2015-2019 Service Contracts--Specifications Available to Industry Upon Request
July 22, 2013	Conduct Proposer Meeting regarding THE RIDE FY 2015-2019 Procurement Process
July 29, 2013	Deadline for submission of questions / requests for clarification from Industry
August 8, 2013	Issue responses to questions and Addenda as warranted
September 6, 2013	Deadline for Submission of Proposals

2.0 INSTRUCTIONS TO PROPOSERS

2.1 SCOPE OF PROPOSALS

Pursuant to this Request for Proposal (“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. If a proposal does not meet all of the requirements listed in the RFP, the Proposer’s proposal may be disqualified. 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 Proposer’s risk.

2.2 CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Materials Management Department’s office no later than seven (7) business days after the Proposer conference.

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 2.2 (Clarification of Specifications).

2.3 EXTENSION OF PROPOSAL DUE DATE

Requests for an extension of the bid Due Date must be submitted in writing to the attention of the Buyer 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.

2.4 ACKNOWLEDGEMENT OF ADDENDA

Proposers shall acknowledge written Addenda by signing and returning the Addenda Acknowledgment form (see Appendix B) with the Proposer’s proposal. The Proposer is responsible for verifying the number of Addenda issued, which is available at: www.mbtacom.com, under “Business Center.”

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

2.5 SUBMITTAL

Proposers shall submit their sealed proposal in two separate parts, namely **Pricing Proposal** and **Technical Proposal**. Both parts are to be clearly labeled with the Proposers name and address, and clearly marked **Pricing Proposal** or **Technical Proposal**, **RFP Name**, and **RFP No. 92-13 and the service area**. For each part, the Proposer shall provide:

- An original and **fourteen** (14) copies of Pricing Proposal; and
- An original and **fourteen** (14) copies of Technical Proposal including all required signatures, representations, and certifications executed.
- One (1) electronic copy of both the Pricing and Technical Proposals (in Word format). **All tables should be in Word format.**

Note: Upon request the Proposers may also be required to submit their Proposal in audio and/or Braille

format.

Firms may submit separate proposals for any of the three service areas. Proposals for each area must be submitted separately and independently. Direct service providers and joint venture participation will be considered.

All **Forms** contained in Appendix B (Submission Forms) shall be completed by the Proposer and submitted with the **Technical Proposal**.

Each proposal shall include 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. All pages must be numbered. 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.

2.5.1 BOND REQUIRED

In order to ensure the faithful fulfillment of its Proposal each Submission shall be accompanied by a Bid Bond or certified check, treasurer's check, cashier's check, issued by a responsible bank, trust company, or insurance company, payable to the Massachusetts Bay Transportation Authority, in the amount of \$75,000. The Bid Bond is to be secured through insurance companies who are licensed by the Massachusetts Division of Insurance, in the Commonwealth of Massachusetts. The insurance company must have a rating of B+ VI or better. The Proposer agrees that the Proposal and Bid Bond will not be withdrawn within two hundred and fifty (250) days of the Submission date, and will during that time remain firm and irrevocable. The Bid Bonds of unsuccessful Proposers will be returned within ten (10) days after execution of the Notice to Proceed. Bid Bond of the successful Proposer will be returned after the award has been made and service started. The Authority shall not be liable for costs incurred in acquiring or maintaining the Bid Bond.

The complete proposal submission must clearly indicate the Proposer's name and address and the RFP Name, Service Area, and No. on the face of the package.

2.6 NO PUBLIC OPENING

There is no public opening of this RFP. **Technical Proposals** are opened by the Contracting Officer in the presence of MBTA witnesses and then distributed to the Evaluation Committee in accordance with Section 12.3 (Evaluation Committee: Roles and Responsibilities). After the Technical Proposal review, the Contracting Officer, in the presence of the MBTA's General Counsel or his/her Designee and the Contract Administrator, opens and reviews the **Pricing Proposals**.

2.7 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

Any offer received at the Materials Management Department after the exact time specified for receipt will not be considered unless:

- 2.7.1** Package was sent by registered or certified U.S. mail not later than the fifth (5th) calendar day before the Due Date; or
- 2.7.2** 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
- 2.7.3** It is the only offer received by the Authority.

Any modification of an offer with the exception of a "Best and Final Offer" is subject to the same conditions stated in Sections 2.7.1, 2.7.2, and 2.7.3.

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 the award (i.e., the point at which the MBTA's Board of Director formally approves the award), but will result in forfeiture of the bid bond.

2.8 REJECTION OF PROPOSALS

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.

2.9 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 bid documents, which can be waived or corrected without prejudice to the Contractor. No officer or agent of the MBTA is authorized to waive this reservation.

2.10 APPEAL/PROTEST PROCEDURES

Bid 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 Buyer 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. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F, Section VII, I.

2.11 PRE-CONTRACTUAL EXPENSES

The MBTA shall not be liable for any pre-contractual expenses incurred by the Proposer in the preparation of its proposal. The Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- 2.11.1** Preparing its proposal in response to this RFP;
- 2.11.2** Submitting its proposal to the MBTA;
- 2.11.3** Negotiating with the MBTA any matter related to this proposal; or
- 2.11.4** Any other expenses incurred by Proposer prior to award, if any, of the Agreement.

2.12 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 bid prices, except for gasoline taxes, see Section 11.

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.

2.13 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 Appendix B.)

3.0 GENERAL TERMS AND CONDITIONS

3.1 APPROPRIATION CONTINGENCY

If the Authority fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect the Authority's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the Authority from future performance of the Contract, but not from their rights and obligations existing at the time of such termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the base price of the Contract. The Authority shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first. The Authority's fiscal year begins July 1.

3.2 PAYMENT TERMS

3.2.1 The MBTA will pay the Contractor based on the terms of compensation agreed to by the MBTA.

3.2.2 Contractor shall notify MBTA in writing at such time as compensation expended to date under the terms of this Contract equals twenty-five percent (25%), fifty percent (50%), and seventy-five percent (75%) of the annual contract cost ceiling specified in Article V, paragraph 1 of this Contract. The MBTA reserves the right to adjust the level of service provided by the Contractor. The MBTA shall have no liability for costs which may be incurred by Contractor in excess of this cost ceiling except that in year 2, or year 3, or year 4, or year 5 of the contract, should service levels deviate from forecasts by more than +/- 10%, the MBTA and the Contractor may negotiate costs accordingly.

3.2.2.1 On or about the 15th day of each month, the Authority will issue a payment to the contractor for one half of the projected monthly compensation for services provided, in that month. The MBTA will make final monthly payments to the Contractor following receipt of the approved monthly invoice.

3.2.3 MBTA will use reasonable efforts to promptly process Contractor invoices. In the event of a dispute between the MBTA and the Contractor over charges, MBTA shall withhold compensation for a sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. MBTA may dispute Contractor invoice charges for reasons including, but not limited to the reasons listed below:

3.2.3.1 Determination by the MBTA that services rendered on a specific occasion failed to meet the level of service standards described in Section 7.14.

3.2.3.2 Failure of Contractor to supply the MBTA with complete and accurate documentation as described in Section 9.7.4 in to support the monthly invoice.

3.2.4 In the event of disputes over payment, the MBTA will make a determination and offer resolution within thirty (30) business days of identification of a dispute. The finding of the MBTA shall be final and binding on all parties. MBTA shall authorize the payment owed the Contractor under this clause within thirty (30) days of such finding.

3.3 SECURITY REQUIREMENTS

The Proposer shall certify that, if awarded the Contract, it will comply with the MBTA's Security Requirements as stated herein (see Section 6 and Appendix B). The Contractor shall:

3.3.1 Submit a complete list of Contractor's employees, subcontractors, and agents that will perform work for the MBTA under this Contract. This list must be submitted prior to eligibility consideration for payment of delivery or completion of the first milestone. At a minimum, the list shall include:

- Name and Employee Number/Identifier
- Address
- Job Title
- Hours and Location of Work

Note: Immediate notification, in writing, is required for listed employees, subcontractors, and agents who leave Contractor's (direct or indirect) employment and/or any new employees, subcontractors or agents who are to be added to this list. Contractor is required to provide, upon request by the MBTA, periodic updates of the list throughout the life of the Contract.

3.3.2 Conduct for all current and future employees performing work under this Contract, a legally available criminal background check, including a Criminal Offender Record Information (CORI) background check with the Massachusetts Criminal History Systems Board and a driver's history check with the Massachusetts Registry of Motor Vehicles (if applicable). The CORI check shall include a Level II Sex Offenders Registry check. To the extent not already available to the Contractor, the Contractor shall apply for and make best efforts to obtain CORI access. This shall include requiring employees to obtain their own CORI check if the employer is unable to gain access to CORI. The Contractor shall provide written documentation to the Authority that demonstrates the Contractor's compliance with the aforementioned requirements. Furthermore, the Contractor shall conduct these background and driver history checks every six (6) months, or as otherwise specified by the MBTA. Any employee of the Contractor's with a history that includes a felony conviction, any conviction for theft, or who appears otherwise unsuitable to perform the work that is the subject of this solicitation throughout the Term of this Agreement or any extensions thereof, shall not be assigned by the Contractor to perform work under this Agreement.

The MBTA reserves the right to have MBTA Transit Police perform the required background checks, and shall promptly notify the Contractor in writing of any such action.

3.3.3 Distribute Contractor-issued photograph identification badges to all Contractor employees, subcontractors, and agents who work on MBTA property. The badge shall have the name and a recent photograph of the employee, subcontractor or agent (i.e., within last three (3) years). The following information shall be listed on the back of the identification badge: training certifications, safety training, and other related security training required by the MBTA. No employee, subcontractor or agent of the Contractor will be allowed on MBTA property without wearing the Contractor-issued identification badge.

3.3.4 Insure that Contractor's employees, subcontractors, and agents:

- 3.3.4.1** Are not allowed on MBTA property except as required for stated work;
- 3.3.4.2** Are not allowed on MBTA property before and after service hours unless explicitly, contractually required to be there; and
- 3.3.4.3** Are forbidden from carrying firearms on MBTA property.
- 3.3.5** Provide to the MBTA, upon its request, any documents that pertain to:
 - 3.3.5.1** Contractor employee, subcontractor or agent conduct on MBTA property;
 - 3.3.5.2** Security training; and
 - 3.3.5.3** Monitoring/auditing of Contractor employees or agents while on MBTA property
- 3.3.6** If, at any time during the term of this Agreement, and also during any and all extensions thereof, the MBTA establishes new or revised security policies and procedures as they relate to the Contractor's performance under this Agreement, the Contractor shall comply with such policies and procedures as deemed reasonable by the MBTA and the Contractor.
- 3.3.7** The MBTA takes serious the retention of sensitive customer information critical to the business viability of the Authority. Moreover, the protection of this information is paramount because of the ever-present threat of theft and/or identity fraud. As the Authority and its Contractor(s) implement, upgrade, and extend their information technology systems and resources, they shall do so with respect to all applicable laws, regulatory compliance and best practices to maintain the confidentiality, integrity, and availability of sensitive customer information. Additionally, the Contractor(s) shall create an Information Privacy and Security policy to be approved by the MBTA.

3.4 INDEPENDENT CONTRACTOR STATUS

Except where otherwise specifically identified in this proposal, it is understood and agreed that the Contractor, including its employees, subcontractors and agents will be providing services under the Contract as an independent Contractor for the MBTA and that none of the subcontractors, agents or employees of the Contractor will be an employee or agent of the MBTA. All liability to persons actually providing services for payment of charges related to wages or other compensation shall be the sole responsibility of Contractor.

3.5 SUBCONTRACTING OF WORK

The Contractor shall not subcontract for any of the services it is obligated to perform under the contract without the written consent of the Authority. Further, the Contractor shall directly provide, at a minimum, 75 percent of all trips served. Subcontractors cannot provide any more than 25 percent of all trips served without written approval from the MBTA. Brokerages are not acceptable.

- 3.5.1** The Contractor shall not subcontract for any of the services it is obligated to perform under the Contract without the written consent of the MBTA. Any subcontracting of the work approved in writing by the Authority shall not release the Contractor of its liability under the Contract.
- 3.5.2** The subcontractor/supplier shall look only to the Contractor for the payment of claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with the subcontractor(s) / supplier(s), as pertaining to this contract, that its subcontractor(s) /supplier(s) shall make no claim whatsoever against the Authority, its

members or agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the subcontractor(s)/supplier(s) by the subcontract.

3.6 TRANSFER OR ASSIGNMENT OF CONTRACT

Neither the Contract nor any interest herein shall be assigned, pledged or otherwise transferred by the Contractor without the written consent of the MBTA, except in the case of a transfer of all or substantially all of the Contractor's assets provided that all obligations of this Contract are assumed by the controlling entity. If the Contractor makes any such assignment, pledge or other transfer without the written consent of the MBTA, the Contract shall be void ab initio at the election of the MBTA. The MBTA's consent to any such assignment, pledge or other transfer may impose such additional conditions thereon as may be deemed necessary to ensure the performance of the terms of the Contract by the assignee. Moreover, unless otherwise agreed to in writing by the MBTA, any transfer by the Contractor shall not release the Contractor of its liability under the Contract.

3.7 SEVERABILITY

In the event any article, section, sub article, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub articles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the article, section, sub article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract.

3.8 ENTIRE AGREEMENT

This Agreement and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Contractor and the MBTA (hereinafter the "Parties") and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

3.9 HEADINGS NOT BINDING

The headings appearing at the beginning of the articles, sections, parts, paragraphs or subparagraphs in this Contract have been inserted for identification and reference purposes only.

3.10 BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contractor and the MBTA. For this purpose, any party hereunder entering into an agreement shall obligate any successor or assign to all the terms and conditions of this Contract. Any party hereto, shall remain liable jointly and severally with any successor or assign for any breach of this Contract which occurred, and any charges or obligations which accrued, prior to the date of the assignment notwithstanding the assumption by the successor or assign of such liabilities, charges, or obligation.

3.11 MODIFICATIONS

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of the MBTA. Any variance from the terms and conditions

of this Agreement or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

3.12 PRECEDENCE OF DOCUMENTS

In the event of an inconsistency or conflict in any of the terms and conditions, requirements or provisions contained in the documents that comprise this Agreement, the inconsistency shall be resolved by giving precedence, in descending order, to the following:

- 3.12.1** Change Orders and Contract Modifications
- 3.12.2** Clarifications of Specifications Addenda
- 3.12.3** General Terms and Conditions
- 3.12.4** Technical Requirements
- 3.12.5** Contract Drawings
- 3.12.6** Bonds/Certificates, Affidavits, and Other Pertinent Forms
- 3.12.7** Contractor's Proposal

Either party to the Agreement shall not take advantage of any apparent error or omission in the Contract documents. In the event that either party shall discover such an error or omission, the party shall notify the other party immediately. The Authority shall then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

3.13 NO WAIVER

None of the provisions of this Agreement, unless otherwise specified, shall be considered waived by either party hereto unless such waiver is in writing and signed by both parties. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

3.14 DEPENDANT CARE ASSISTANCE PROGRAM

Pursuant to Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations issued pursuant thereto, 102 CMR 12.00, a Contractor having fifty (50) or more full time employees shall have established a dependent care assistance program, or offer its employees child care tuition assistance or on-site or near site subsidized child care placements. The Proposer shall certify compliance with the aforesaid regulation (see Section 6 and Appendix B).

3.15 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.15.1 Contractor Compliance.** The Contractor shall keep fully informed and shall comply with the provisions of applicable federal, state, and municipal laws, rules, and regulations that in any manner regulate the Contractor's performance of this Contract and those engaged or employed with the services herein described, other than any such laws, rules and regulations that relate to MBTA's own operations. The Contractor shall indemnify, protect, defend, and save harmless MBTA and its officers, agents and employees from all fines, penalties, and liabilities imposed upon MBTA under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard, provided that if any public agency, authority or court seeks to impose such fine, penalty

or liability on the MBTA, the MBTA shall promptly notify the Contractor and allow the Contractor, in consultation with the MBTA, to object to and defend such imposition.

3.15.2 Subcontractor Compliance. The Contractor shall be responsible for the compliance of its subcontractors/suppliers to the requirements of federal, state, and municipal laws, ordinances, rules, and regulations as may be applicable to the performance of such subcontractors or suppliers pursuant to this Agreement.

3.15.3 Change in Existing Law. The Contractor is subject to any existing or future valid legislative act, municipal ordinance, decree, order or regulation of any public body, commission or authority having jurisdiction over the MBTA, and order of decree by a court of competent jurisdiction to which the MBTA or any predecessor or successor in title may be a party, and, if the Contractor is unable to enjoy any or all of the privileges granted in the Contract, the MBTA shall not be liable to the Contractor in damages for breach of the Contract.

3.15.4 Laws to be Observed. The Contractor shall conform to all laws and regulations of the Commonwealth of Massachusetts and the Federal Government, as applicable to the Contract. It is further agreed between the parties hereto, that the Contractor, wherever incorporated and wherever allowed to do business, shall, in the event of any misunderstanding of the construction of the language contained in the Contract, violations of the terms of the Contract, and/or claims against the Authority, restrict its actions in seeking relief, recompense or damages to the processes in the venue of the Commonwealth of Massachusetts. No other action against the Authority, including the foregoing, shall be commenced in any other jurisdiction.

3.15.4.1 If any discrepancy or inconsistency is discovered in the Contract in relation to any law, ordinance, regulations, order or decree, Contractor shall forthwith report the same to the Authority in writing.

3.15.4.2 Contractor, if a foreign corporation (a corporation established, organized or chartered under laws other than those of the Commonwealth of Massachusetts) shall comply with the provisions of Chapter 156D Part 15 of the General Laws as amended:

- The above Act provides that the Secretary of State for the Commonwealth of Massachusetts shall be appointed for the service of legal process in the case of a foreign corporation doing business in this Commonwealth.
- Section Four of the Act requires every corporation to file with the Secretary copies of its charter, certificate of incorporation, a true copy of its by-laws and other information.
- In addition to the above, Contractor shall file with the Authority a certificate from the Secretary of State for the Commonwealth of Massachusetts stating that the corporation has complied with Chapter 156D Part 15 and the date of compliance.

3.15.4.3 In consideration of the covenants and obligations of the Authority herein contained, Contractor hereby releases, and forever discharges, the Authority from any and all claims, demands, actions, causes of action and liability whatsoever, of every name and nature, both in law and equity, which Contractor may now have or may hereafter have against the Authority under the provisions of Section 22 of Chapter 161A of the General Laws of

Massachusetts, and the Federal Transit Act, or any other similar provisions of law, arising on account of the operation or contract for the operation by the Authority of any and all service provided as a continuation of or replacement for the service called for under the Draft Contract as set forth in Appendix A.

3.15.5 Prohibited Use of Funds.

- 3.15.5.1** The parties agree that 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.
- 3.15.5.2** The parties agree that no member, officer, or employee of the Public Body or of a local public body during his tenure shall have any interest direct or indirect, in this Contract or the proceeds thereof.
- 3.15.5.3** The Contractor hereby certifies that it is not on the U.S. Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.

3.16 RIGHT-TO-KNOW LAW

The Proposer shall certify that, if awarded the Contract, it will comply with the Massachusetts Right-To-Know Law, Chapter 470 of the Acts of 1983 (see Section 6 and Appendix B). Additionally, the Contractor agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, or mixture containing such substance, pursuant to M.G.L. c. 111F §§ 8, 9, and 10, and the regulations contained in 441 CMR § 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F § 7 and regulations contained in 441 CMR § 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the purchase order.

Copies of all MSDSs are to be sent to:

MBTA Safety Department Attn: Richie Correria
45 High Street, 1st floor
Boston, MA 02110

And to

Everett Stores – MSDS
80 Broadway
Everett, MA 02149

3.17 ANTI-BOYCOTT COVENANT FOR CONTRACTS IN EXCESS OF \$5,000.00

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E § 2. If there shall be a breach in the warranty, representation, and agreement contained in this paragraph, then without limiting such other rights as it may have, the Authority shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

3.18 DOING BUSINESS WITH OR IN NORTHERN IRELAND

The Proposer shall certify that it meets the requirements of M.G.L. c. 7, § 22C relating to doing business with or in Northern Ireland (see Section 6 and Appendix B).

3.19 PERSONAL LIABILITY OF AUTHORITY OFFICIAL

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them or within the scope of the Contract, there shall be no liability upon the Board of Directors, the Chief Procurement Officer, or authorized representatives thereof, either personally or as officials of the MBTA, it being understood that in all such matters they act solely as agents and representatives of the MBTA.

3.20 COLLUSION

The Proposer shall sign an affidavit stating that Proposer understands that any bid submitted to the MBTA is made without collusion with any other Proposer submitting a bid on the same commodity/service, and is in all respects fair and without fraud (see Section 6 and Exhibit B).

3.21 NOTICE PROVISIONS

Any notice or communication to the Contractor shall be deemed served if delivered to the Contractor at the address named in the bid, or if deposited in the U.S. Post Office, postage prepaid, addressed to the Contractor as aforesaid; and the date of service shall be the date of such delivery, or, if mailed, five (5) days after such mailing.

3.22 INDEMNIFICATION AND INSURANCE

3.22.1 The Contractor shall indemnify, defend and save harmless the Massachusetts Bay Transportation Authority and all of its officers, agents and employees from and against any and all suits, claims, losses, damages, charges and expenses, whether direct or indirect, and from liability of every name and nature, to which they or any of them may be put or subjected by reason of any damage, loss or injury to persons or property arising out of, caused by or resulting from the performance of services hereunder on the part of the Contractor and its employees, Subcontractors or agents or their use and maintenance of the Authority's or their own mass transportation facilities and equipment or their failure to comply with the terms and conditions of this Contract.

3.22.2 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.

- A.
- 1) Worker's Compensation Insurance: The Contractor and Subcontractor(s) shall take out and maintain Worker's Compensation Insurance and Employers Liability Insurance in accordance with the laws of the Commonwealth of Massachusetts as necessary.
 - 2) General Liability Insurance including Contractual Liability Insurance with a limit of not less than \$2 million combined single limit.
 - 3) Automobile Liability Insurance for bodily injury and property damage with a combined single limit of not less than \$2 million for the use of all

vehicles; owned, leased, hired, and non-owned for all work performed under this contract. Coverage requirement includes comprehensive coverage, fire, theft, glass, and physical damage/collision coverage on all MBTA owned/leased vehicles.

- 4) Property insurance: The Contractor will be responsible for maintaining a property policy for any MBTA owned/leased equipment or property associated with this contract. Insurance coverage shall be for replacement cost including theft. The MBTA shall be named loss payee as their interest may appear.
- 5) Umbrella Liability Insurance with limits not less than \$10 million per occurrence and annual aggregate, covering all work and services performed under the Contract. Such insurance shall be written on an occurrence basis.

B. The insurance herein before specified in paragraph 2 above shall be with an acceptable insurance company authorized to do business in the Commonwealth of Massachusetts and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of this Contract is satisfactorily completed. MBTA shall be given a minimum of thirty, (30) days notice in the event of change or cancellation of any of the insurance required under this paragraph.

MBTA shall be listed as an "additional insured" on the General Liability, Automobile and Umbrella policies and as its interests appear on the Property Policy per the terms of the contract. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of any and all subrogation rights against the MBTA. All such insurance required above shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA.

At the request of the MBTA the Contractor shall have its insurance company mail a complete copy of the policy within thirty, (30) days of such request.

3.23 PERFORMANCE GUARANTEE

A Performance Guarantee in the amount of **\$7.5 million dollars (\$7,500,000)** 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:

3.23.1 Performance Bond. The Bidder shall furnish with its bid proposal certification that a Performance Bond in the amount of \$7.5 million dollars (\$7,500,000) will be furnished should the Bidder become the successful Contractor (see Appendix B). 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.

3.23.2 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 (see Appendix B). 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:

- 3.23.2.1** A bank in good standing issues it. The Authority will not accept a Letter of Credit from an entity other than a bank.
- 3.23.2.2** It is in writing and signed by the issuing bank.
- 3.23.2.3** It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
- 3.23.2.4** The Massachusetts Bay Transportation Authority ("MBTA") is identified as the Beneficiary.
- 3.23.2.5** It is in an amount equal to **\$7.5 million U.S. dollars (\$7,500,000)**.
- 3.23.2.6** 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.
- 3.23.2.7** 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 (similar to the attached forms contained in Sections 7.11.2 and 7.11.3) 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.

3.24 EXAMINATION AND AUDIT

The Contractor shall maintain and require its subcontractors to maintain, in accordance with generally accepted accounting principles, books, records, and other compilations of data pertaining to the Contractor's services, delivery of materials, and other items in such detail as to substantiate claims for payment or for collections on behalf of the Authority under this Contract. Upon reasonable advance written notice, the General Manager of the MBTA or her designated representative (including private auditing firm) shall have the right to examine and audit all data and records of the Contractor relating to its performance under the Contract.

The Contractor, upon seven (7) days' advance written notice by the MBTA, shall make available at its local office to MBTA personnel, its representatives or other authorized agencies, all records and data maintained by the Contractor for the purposes of performing financial, compliance, and performance

audits related to the reimbursable costs under this Agreement. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The Contractor being bound by all applicable State and Federal regulations hereby expressly agrees to hold MBTA harmless against all audit exceptions or denials of reimbursement arising from a Contractor violation of the terms and conditions of State and Federal laws. Contractor shall make restitution to MBTA of such amounts of money as are withheld from MBTA by State, Federal, County, or local agencies or organizations due to Contractor noncompliance with applicable State and Federal law. Restitution shall be made no later than thirty (30) days after receipt of notification from MBTA that monies are due MBTA.

3.25 FORCE MAJEURE

3.25.1 General - The MBTA and the Contractor (the Parties) shall both be excused from performance of any obligations to the other under this Contract, where such non-performance is caused by an event beyond the non-performing Party's control which shall include, without limitation, any order, rule, or regulation of any federal, state, or local government body, agency, or instrumentality (other than orders relating to the correction by the Contractor of its non-compliance with applicable laws and regulations applicable to the performance of the Contract Services); natural disaster; or civil disorder, provided, however, that the Party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy, or remove such event in the shortest practical time. The Contractor shall use all reasonable efforts to undertake and complete the repair, restoration, or replacement of any property, which is necessary for the provision of the Contract Services in accordance with the Scope of Services, and shall resume normal Contract Services and performance of its other obligations under this Contract as soon as reasonably possible. In the event either Party fails or refuses to use all reasonable efforts as aforesaid, the continuation of an event beyond the control of such Party shall not be deemed an excuse for non-performance hereunder.

3.25.2 Labor Disputes - A strike, work stoppage or other labor dispute shall not constitute an event beyond the Contractor's control if the Contractor fails as soon as reasonably possible to proceed to obtain an order of a court or administrative agency of competent jurisdiction to prevent the continuation of the same or if the Contractor fails to continue to obtain such order or pursue such other means of ending such strike, work stoppage or labor dispute if the court or administrative agency initially denies the Contractor's or the MBTA's request for such order. The MBTA shall not be obliged to make any payments to Contractor during the duration of such interruption, stoppage, or slowdown and may terminate the Contract, at its sole discretion.

3.25.3 Weather Conditions not Force Majeure Events - Conditions caused by a storm or other weather condition shall not constitute an event beyond the Parties' control for the purposes of this section. The obligations of the Parties in such an event of a winter storm shall be in accordance with the provisions of Section 7.15.

Excluded Events- The events described in paragraphs 1 and 2 of this Section 3.25 above shall not constitute force majeure events if the Contractor knew or should have known about the event or the reasonable possibility of such event in advance of its

occurrence, and failed to take preventative or remedial measures to avoid or lessen the impact of such events.

3.26 MUTUAL GENERAL REPRESENTATIONS AND WARRANTIES

3.26.1 Corporate Power. Each party represents (a) that it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and (b) that it has full corporate power to own, lease, and operate its properties and assets, to conduct its business as such business is currently being conducted, and to consummate the transactions contemplated by this Agreement.

3.26.2 Authority. Each party represents that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding Agreement, enforceable against such party in accordance with this Agreement's terms, subject to the effect of bankruptcy, insolvency, moratorium and other laws now or hereafter in effect relating to and affecting the rights of creditors generally and to equitable principles of general application.

3.26.3 No Breaches. Each party represents that neither the execution nor delivery of this Agreement, nor the consummation of any of the transactions contemplated herein, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise applicable to it.

3.27 INTELLECTUAL PROPERTY RIGHTS

The Contractor shall grant the Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement. The terms of an intellectual property agreement and software license rights are generally defined in the Technical Specifications and will be finalized prior to execution of this Agreement.

3.28 FAIR EMPLOYMENT PRACTICES

During the performance of this Contract, the Contractor agrees as follows:

3.28.1 The Contractor will not harass, discriminate or retaliate against any employee or applicant for employment because of race, color, religion, creed, sex, national origin, age, disability, sexual orientation, genetic status or veteran status. The Contractor will develop an Equal Employment Opportunity (EEO) and Affirmative Action program to ensure that applicants employed are treated during employment without regard to their race, color, religion, creed, gender, national origin, age, disability, sexual orientation, genetic status, gender identity veteran status or other legally protected characteristic. Such action shall include, but not be limited to the following: recruitment or recruitment advertising, hiring, promotion, discipline, demotion, or transfer; layoff, termination, or recall; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.28.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, gender, national origin, age, disability, sexual orientation, genetic status, gender identity, veteran status, or other

legally protected characteristic.

- 3.28.3** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.28.4** The Contractor will supply the MBTA annually with copies of its EEO and Affirmative Action Plan.
- 3.28.5** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the United States Secretary of Labor, including:
- 3.28.5.1** Quarterly submission to the MBTA's Office of Diversity and Civil Rights of a report demonstrating the status of its EEO and Affirmative Action program, including the demographics of its workforce, hiring, promotion and termination rates by race and gender; and the Affirmative Programs it is undertaking to ensure that there are no discriminatory practices or outcomes in employment matters.
- 3.28.6** The Contractor will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders pertaining to fair employment practices.
- 3.28.7** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
- 3.28.8** Priority of Employment -- Contractor shall give priority of consideration of employment to "Existing Employees" who had performed MBTA Paratransit Services in that same Service Area through **FY2014**, but whose employer was not awarded the contract to perform Service in **FY2015-2019**, and meet such reasonable qualifications as are established by the Contractor. The Contractor shall describe the process by which it will comply with this subsection, including the procedure by which it will select Existing Employees to be interviewed, the criteria for evaluating them and additional training it will offer to assist Existing Employees in qualifying for available positions. Contractor shall also describe the process by which it will provide priority employment to Existing Employees as additional vacancies become available during the term of the Contract.
- 3.28.9** The Contractor shall, at a minimum, compensate "Existing Employees", if displaced by this Selection Process, at the wage levels in place on the date that the Request for Proposals was issued, which resulted in this Contract and with comparable health/dental benefits. The initial wage levels shall also be adjusted for inflation, using the most recent consumer price index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics Boston Region Office.

3.29 CONFIDENTIALITY

All information provided with respect to this Agreement shall be handled as Confidential Information in accordance with Massachusetts Public Records Laws (M.G.L. c. 66, §10).

The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to those parties, including employees, contractors, subcontractors, suppliers and agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Each party's obligation with respect to the Confidential Information of a disclosing party shall expire seven (7) years after the termination or expiration of this Agreement or as required by law in the case of Nonpublic Personal Information, as defined in Title V of the Gramm-Leach-Bliley Act of 1999, Pub. L. 106-102; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret. See Draft Contract at Appendix A for further detail.

4.0 DISADVANTAGED BUSINESS ENTERPRISES

4.1 OVERVIEW

It is the policy of the MBTA and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBEs”), as defined herein and in the federal regulations published at 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the MBTA to:

- 4.1.1 Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 4.1.2 Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- 4.1.3 Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4.1.4 Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- 4.1.5 Help remove barriers to the participation of DBEs in DOT assisted contracts; and
- 4.1.6 Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 CFR Part 26. The Contractor is encouraged to meet the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Authority shall make all determinations with regard to whether or not a Proposer is in compliance with the requirements stated herein. In assessing compliance, the Authority may consider during its review of the Proposer’s submission package, the Proposer’s documented history of non-compliance with DBE requirements on previous contracts with the Authority.

4.2 CONTRACT 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 this Contract. 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 decided by the MBTA in its sole discretion.

4.3 DBE PARTICIPATION

For the purpose of this Contract, the MBTA will accept **only DBEs** who are:

- 4.3.1 Certified, at the time of bid opening, by the Massachusetts Supplier Diversity Office (SDO) as DBEs.

4.4 DBE PARTICIPATION GOAL

The Contractor shall cooperate with the Authority to meet the established goal for Disadvantaged Business Enterprise (DBE) participation. The goal throughout the life of the contract, including any adjustments, is six (6) percent of THE RIDE contract. The Contractor shall exercise good faith efforts as defined in 49 CFR Part 26 to achieve this goal.

Each Proposer, as part of its submission, shall supply the following information:

- 4.4.1** A completed **DBE Utilization Form** (see Section 6 and Appendix B) that indicates the percentage and dollar value of the total bid amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 4.4.2** A list of those qualified DBEs with whom the Proposer intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see Section 6 and Appendix B). No work shall be included in the Schedule that the Proposer has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE.
- 4.4.3** An original **DBE Letter of Intent** (see Section 6 and Appendix B) from each DBE listed in the **DBE Participation Schedule**. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the Authority.
- 4.4.4** An original **DBE Affidavit** (see Section 6 and Appendix B) from each DBE stating that there has not been any change in its status since the date of its last certification.
- 4.4.5** Proposers should note that the total cost of insurance placed through a DBE insurance company does not count toward DBE participation. The administrative cost or fee charged by the DBE insurance company may be counted toward the DBE participation goal. Proposers should familiarize themselves with 49 CFR Part 26.55 which addresses how DBE participation is counted toward goals.

4.5 GOOD FAITH EFFORTS

If the Proposer is unable to meet the DBE Participation Goal set forth in Section 4.4, the Authority will consider the Proposer's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the Authority will consider as part of the Proposer's good faith efforts include, but are not limited to, the following:

- 4.5.1** Documented communication with the Authority's DBE Coordinator (questions of IFB requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 4.5.2** Pre-bid meeting attendance. At the pre-bid meeting, the Authority generally informs potential Proposer's of DBE subcontracting opportunities;
- 4.5.3** The Proposer's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4.5.4** Written notification to DBEs encouraging participation in the proposed Contract; and
- 4.5.5** Efforts made to identify specific portions of the work that might be performed by DBEs.
- 4.5.6** In its proposal, the Proposer shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of the Contract:
 - The names, addresses, and telephone numbers of DBEs that were contacted;
 - A description of the information provided to targeted DBEs regarding the specifications and bid proposals for portions of the work;

Efforts made to assist DBEs contacted in obtaining bonding or insurance required by the Proposer or the Authority.

See 49 CFR Part 26 Appendix A for additional information with respect to good faith efforts.

4.6 ADMINISTRATIVE RECONSIDERATION

Within five (5) business days of being informed by the MBTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Proposer may request administrative reconsideration. The Proposer should make this request in writing to the Authority's Chief Procurement Officer. The Chief Procurement Officer will forward the Proposer's request to a reconsideration official who will not have played any role in the original determination that the Proposer did not document sufficient good faith efforts.

As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Proposer a written decision on its reconsideration, explaining the basis for finding that the Proposer did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

4.7 TERMINATION OF DBE SUBCONTRACTOR

The Contractor shall not terminate for convenience the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see Section 6 and Appendix B) and then perform the work of the terminated DBE subcontractor with its own forces or an affiliate, without the MBTA's prior written consent. Contractor must strictly follow 49 CFR Part 26 with respect to the termination and replacement of a DBE subcontractor. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Authority in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements may result in a sanction, as specified in Section 4.9.

4.8 CONTINUED COMPLIANCE

The Authority shall monitor the Contractor's DBE compliance during the life of the Contract. **The Contractor shall submit quarterly written reports to the Authority that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- 4.8.1** DBE utilization established for the Contract;
- 4.8.2** Total value of expenditures with DBE firms for the quarter; and
- 4.8.3** Total value of expenditures with DBE firms from inception of the Contract.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Project Manager. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Proposer shall permit:

- 4.8.4** The Authority to have access to necessary records to examine information as the Authority deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Proposer and other DBE parties entered into during the life of the Contract.
- 4.8.5** The authorized representative(s) of the MBTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- 4.8.6** All data/record(s) pertaining to DBE shall be maintained by the Contractor.

4.9 SANCTIONS FOR VIOLATIONS

If at any time the Authority has reason to believe that the Contractor is in violation of its contractual DBE obligations or has otherwise failed to comply with terms of this section, the Authority may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- 4.9.1** Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved;
- 4.9.2** Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.
- 4.9.3** Monetary fine of up to \$1,000 per day for non-compliance.

5.0 FEDERAL REQUIREMENTS

5.1 DEFINITIONS

- a. **Reserved.**
- b. **Contractor** means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.
- c. **Cooperative Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.
- d. **Federal Transit Administration (FTA)** is an operating administration of the U.S. DOT.
- e. **FTA Directive** includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.
- f. **Grant Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.
- g. **Government** means the United States of America and any executive department or agency thereof.
- h. **Reserved.**
- i. **Recipient** means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the MBTA.
- j. **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.
- k. **Third Party Contract** means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.
- l. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.
- m. **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

5.2 FEDERAL CHANGES

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 Master Agreement between the MBTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5.3 ACCESS TO RECORDS

- 5.3.1 The Contractor agrees to provide the MBTA, the FTA Administrator, the Comptroller

General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

5.3.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.3.3 The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the MBTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

5.4 DEBARMENT AND SUSPENSION (CONTRACTS OVER \$25,000)

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Therefore, 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 MBTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the MBTA, 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 2 CFR Parts 180, Subpart C and 1200, 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.

5.5 NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

The MBTA and 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 MBTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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.

5.6 CIVIL RIGHTS

5.6.1 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, 41 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.

- 5.6.2 Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- 5.6.3 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. DOT) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 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.
- 5.6.4 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.
- 5.6.5 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5.6.6** 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.

5.7 DBE ASSURANCES

Pursuant to 49 C.F.R. Section 26.13, the Contractor is required to make the following assurance in its agreement with MBTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor 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 C.F.R. Part 26 in the award and administration of DOT- assisted contracts. Failure by the Contractor or subcontractor 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 MBTA deems appropriate.

5.8 CONTRACT WORK HOURS AND SAFETY STANDARDS

(applicable to non-construction contracts in excess of \$100,000 that employ laborers or mechanics on a public work)

- 5.8.1 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.
- 5.8.2 Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph A 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 A 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 A of this section.
- 5.8.3 Withholding for unpaid wages and liquidated damages** - The MBTA 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.
- 5.8.4 Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D 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 A through D of this section.

5.9 ENERGY CONSERVATION REQUIREMENTS

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.

5.10 CLEAN WATER REQUIREMENTS

(applicable to all contracts in excess of \$100,000)

- 5.10.1** 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. Contractor agrees to report each violation of these requirements to the MBTA and understands and agrees that the MBTA will, in turn, report each violation as

required to assure notification to FTA and the appropriate EPA regional office.

5.10.2 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.

5.11 CLEAN AIR

(applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.)

5.11.1 Contractor agrees to comply with applicable standards, orders, 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 the MBTA and understands and agrees that the MBTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

5.11.2 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.

5.12 PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, 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 Government. Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. 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.

5.13 DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

5.14 RESERVED

5.15 RESERVED

5.16 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA- funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (\$100,000 or less) made with capital, operating, or planning

funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

5.17 CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

The Contractor agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading 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 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

5.18 RECYCLED PRODUCTS

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.

5.19 BUS TESTING (APPLIES TO CONTRACTS FOR ROLLING STOCK)

To the extent applicable, the Contractor (or Manufacturer) agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA implementing regulations at 49 CFR Part 665, and shall perform the following:

- 5.19.1** A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Recipient at a point in the procurement process specified by the Recipient which will be prior to the Recipient's final acceptance of the first vehicle.
- 5.19.2** A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 5.19.3** If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Recipient prior to Recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 5.19.4** If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

5.20 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

To the extent applicable, Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(l) and FTA implementing regulations at 49 CFR Part 663, and to submit the following certifications:

- 5.20.1 Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that are planned to take place and actually took place at the final assembly point and the cost of final assembly.
- 5.20.2 Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications and provide information and access to Recipient and its agents to enable them to conduct post-award and post-delivery audits.
- 5.20.3 Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

5.21 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

- 5.21.1** 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 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, 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.
- 5.21.2** 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.
- 5.21.3** 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.

5.22 FLY AMERICA

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 subrecipients 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.

5.23 NATIONAL ITS ARCHITECTURE POLICY

(applicable to contracts for its projects)

If providing Intelligent Transportation Systems (ITS) property or services, Contactor shall comply with the National ITS Architecture and standards to the extent required by 23 U.S.C. § 512, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, et seq., January 8, 2001, and later published policies or implementing directives FTA may issue.

5.24 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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, are hereby incorporated by reference. FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement and the FTA terms are more stringent.** The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

5.25 TEXTING WHILE DRIVING; DISTRACTED DRIVING

Consistent with Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, MBTA encourages Contractor to promote policies and initiatives for employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

5.26 SEAT BELT USE

In compliance with Executive Order 13043 "Increasing Seat Belt Use in the United States", April 16, 1997 23 U.S.C. Section 402 note, the MBTA encourages Contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

6.0 SUBMISSION FORMS/ CERTIFICATIONS AND STATEMENTS

Proposers responding to this RFP must fully complete, sign, and submit the forms contained herein. All forms must be current and, if requested, must be notarized. Proposers shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other documents; or (4) make any response conditional.

Submission Forms/ Certifications and Statements are found in Appendix B. Forms should be submitted with the Technical Proposal.

- Confidential Information Agreement
- Pre-Award Evaluation Data
- Addenda Acknowledgement Form
- Conflict of Interest Certification
- DBE Utilization Form
- DBE Participation Schedule
- DBE Letter of Intent
- DBE Affidavit
- Security Requirements Certification
- Certification of Compliance with Regulation 102 CMR 12.00: Dependent Care Assistance Program Including Child Care
- Right-To-Know Law Certification
- Certification Regarding Companies Doing Business With Or In Northern Ireland
- Affidavit of Non-Collusion
- Certification Regarding Lobbying
- Buy America Certification
- Prohibit Use of Undocumented Workers Certification
- Statement Of Experience Verification Forms
- Affidavit Of Compliance With Bid Specifications
- Signature Authorization
- Certificate Of Compliance With Drug And Alcohol Prevention Programs
- Certification of Equivalent Service
- Financial Information/Certification

The MBTA reserves the right to request additional information for clarification purposes, either written or oral, from Proposers prior to award.

7.0 THE RIDE - DESCRIPTION AND KEY POLICIES

This section is designed to provide the Proposer with details of THE RIDE. The description is provided as background and to assist the Proposer in the preparation of its proposal. The policies must all be abided as they will become of the contract.

7.1 ADA PARATRANSIT SERVICE AND CONTRACT PERIOD

THE RIDE is a demand-response door-to-door paratransit service covering 60 communities in eastern Massachusetts, including the City of Boston. THE RIDE is the MBTA's response to its obligation to provide "ADA complementary Paratransit Service" under the Americans with Disabilities Act. Accordingly, THE RIDE service is provided to individuals who because of their disability or disabilities are unable to access or use the MBTA's fixed-route bus services or rail services. THE RIDE service is provided where and when these bus and rail services are provided. Premium service (available at a higher fare), is also available to THE RIDE customers, and involves trips to and/or from destinations within the 60 member communities that are not within the MBTA service area. Customers of THE RIDE may call 1-14 days in advance to make a reservation. Same-day calls are also accepted but on a space available basis only.

The base contract period will begin July 1, 2014 through June 30, 2019, with associated Mobilization activities beginning on January 1, 2014 to ensure the successful implementation of services. There will also be a two-year option period beginning July 1, 2019 through June 30, 2021, which the Authority may exercise at its sole discretion. Proposers must submit pricing for the option period.

7.2 SERVICE MODEL

To provide THE RIDE service, the MBTA will retain service providers who will have the responsibility for providing THE RIDE service in three over-lapping service areas. These are the North, West and South Service Areas, as described in Section 7.3. These three service areas overlap in the Core Area; that is, all Service Providers will serve the Core Area. There is also overlap among the border communities, also described in Section 7.3.

THE RIDE service providers are responsible for the reservations function, determining trip eligibility if conditionally eligible from information in the customer profile, scheduling; dispatching and same-day calls; adherence to the debit/fare system; information technology administration; service operation, vehicle inspection; vehicle maintenance, repair and storage; hiring and training of all employees including, but not limited to, drivers, ASE Certified mechanics, reservationists, schedulers, dispatchers, etc.; and statistical reporting as well as other related tasks.

THE RIDE service providers operate the service with a fleet of dedicated lift-equipped vehicles and sedans. Most of the vehicles in the fleet are provided by the MBTA. MBTA vehicles are dedicated to THE RIDE service. Contractors are required to acquire additional vehicles, as needed, to make up the required minimum number of vehicles. Alternatively, Contractors may use non-dedicated service providers to serve some or all of the trips not served in MBTA-owned vehicles; however, subcontractors cannot provide any more than 25 percent of all trips served.

THE MBTA is also responsible for providing Stratagen's ADEPT software to each of the service providers to support MIS needs in support of THE RIDE.

The MBTA may opt to retain a call and control manager who would be responsible for the reservations, scheduling and dispatching during the contract period. If the MBTA decides to proceed with this, the MBTA envisions that this would occur during Year 4 of the contract.

7.3 SERVICE AREAS, THE CORE AREA, AND BORDER COMMUNITIES

The Service area to be covered by this Contract includes communities specific to each individual contracted area, as follows (see also Figure 7.1, THE RIDE Service Area Map, on the following page). MBTA reserves the right to modify the service areas.

- **North Service Area** – The North Service Area is comprised of the newly expanded core area (Boston, Brookline, Cambridge, and Somerville) and the communities of Beverly, Chelsea, Danvers, Everett, Lynn, Lynnfield, Malden, Marblehead, Melrose, Middleton, Nahant, Peabody, Reading, Revere, Salem, Saugus, Stoneham, Swampscott, Topsfield, Wakefield, Wenham, Wilmington (new) and Winthrop.

The North Service Area provider will also be responsible for serving requested trips to/from the “border communities” of Burlington (new), Medford, Winchester and Woburn as long as one end of the trip is located within one of the non-core area communities immediately above.

- **West (formerly the Northwest) Service Area** – The West Service Area is comprised of the newly expanded core area (Boston, Brookline, Cambridge, and Somerville) and the communities of Arlington, Bedford, Belmont, Burlington, Concord, Lexington, Lincoln, Medford, Newton, Waltham, Watertown, Weston, Winchester and Woburn. The West Service Area also includes small portions of Billerica that are within $\frac{3}{4}$ miles of MBTA bus service.

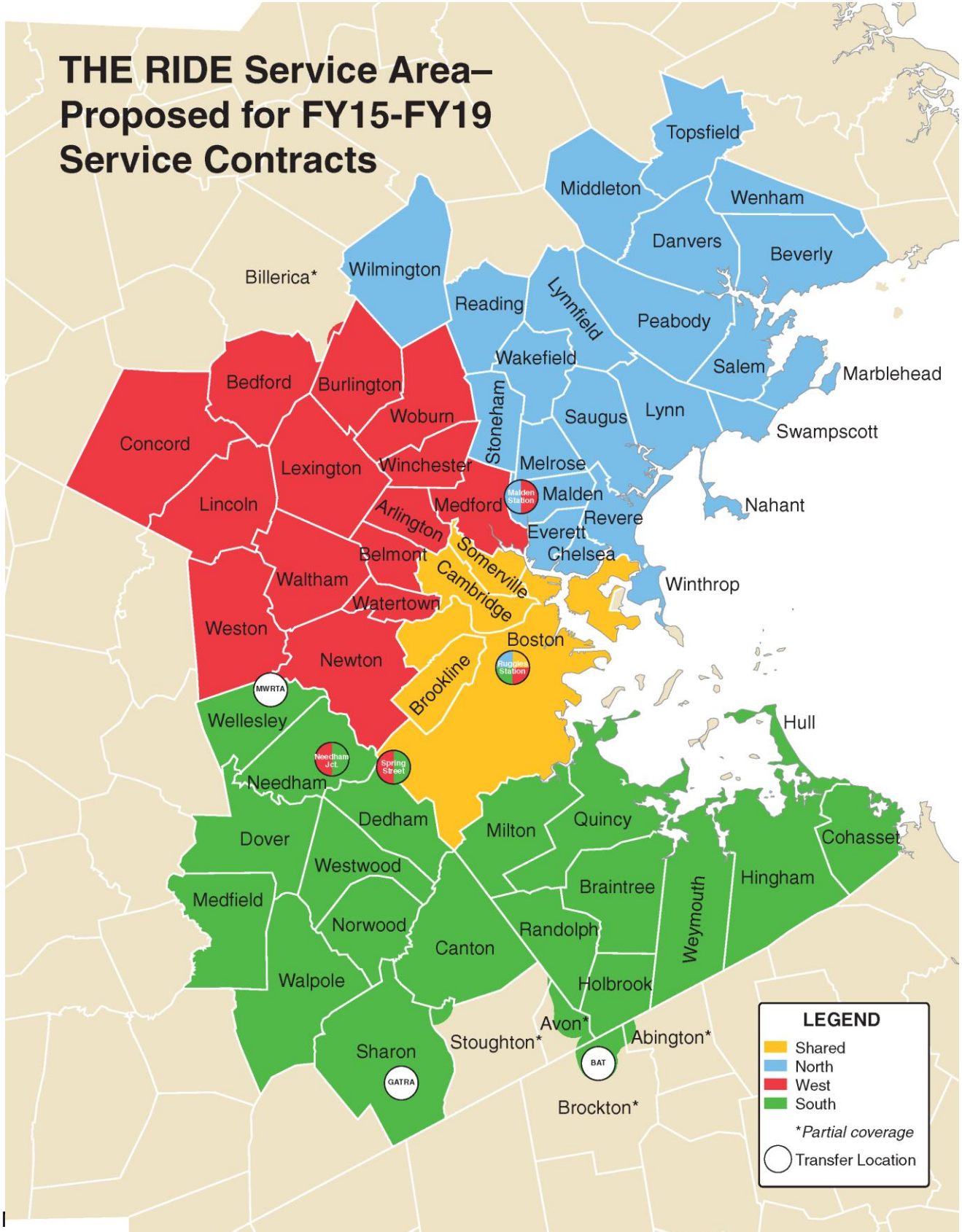
The West Service Area provider will also be responsible for serving requested trips to/from the “border communities” of Chelsea (new), Everett, Malden, Melrose, Needham, Reading, Stoneham, Wilmington, and Wellesley as long as one end of the trip is located within one of the non-core area communities immediately above.

- **South Service Area** – The South Service Area is comprised of the newly expanded core area (Boston, Brookline, Cambridge, and Somerville) and the communities of Braintree, Canton, Cohasset, Dedham, Dover, Hingham, Holbrook, Hull, Medfield, Milton, Needham, Norwood, Quincy, Randolph, Sharon, Walpole, Wellesley, Westwood and Weymouth. The South Service Area also includes small portions of Abington, Avon, Brockton and Stoughton that are within $\frac{3}{4}$ miles of MBTA bus service.

The South Service Area provider will also be responsible for serving requested trips to/from the “border communities” of Newton and Weston as long as one end of the trip is located within one of the non-core area communities immediately above.

- **Core Area** - is part of each service provider’s service area, and will include Boston, Brookline, Cambridge and Somerville. A customer can book a round trip from any town in any area into the core area without a transfer. A customer booking a trip from the core area to a location outside of core area must call that area’s provider. However, if a customer books a trip within the core area, the customer may call any of the service providers.

Figure 7.1 THE RIDE Service Area (FY15-FY19)



7.4 SERVICE DAYS AND HOURS

Service will be provided 365 days a year, (366 on a leap year) except where noted. Any changes to the Service Area so defined shall be at the direction of the Authority. For holiday service, a modified schedule will be utilized.

For Subscription service (permanently scheduled recurring trips to and from the same destination at the same times, three or more times per week), Contractor shall contact customers to determine subscription service needs on the major holidays listed below.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Service hours are generally 5:00 am to 1:00 am. A small portion of the MBTA's fixed-route services operate before 5:00 am and after 1:00 am. Proposers are encouraged to visit the MBTA's website (www.mbta.com) to review the current bus schedules.

Any changes to the Service Days and Hours so defined shall be at the direction of the Authority.

7.5 REGISTERED CUSTOMERS, PCAS, AND COMPANIONS

- 7.5.1 THE RIDE Customers.** The Contractor will provide THE RIDE service to registered customers of THE RIDE, who are requesting an eligible trip within the Contractor's home area (including the core area). The Contractor agrees to only transport those individuals who have been approved as eligible and registered by the Authority except for personal care assistants (PCAs) or companions/guests who are scheduled at the time of the trip request.
- 7.5.2 PCAs.** Customers may also request that they be accompanied by a PCA. A PCA is neither a companion/guest and cannot be restricted from traveling with the customer. Contractors will not charge a PCA a fare.
- 7.5.3 Companions/Guests.** Customers are allowed one companion or guest, with an additional companion allowed on a space available basis.
- 7.5.4 PCAs and companions** must go to and from the same locations with customer.
- 7.5.5 Service Animals and Restrictions on Other Animals.** Drivers shall not allow animals (pets) on board THE RIDE vehicles, with the exception of Service Animals, such as Guide Dogs, and as noted in the customer profile.
- 7.5.6 Level of Driver Assistance.** THE RIDE program is a door to door service, thus, the Driver shall exit the vehicle and shall provide assistance for boarding or de-boarding of customers.
- 7.5.7 Other Customer/Passenger Policies.** Contractor shall abide by the following policies:
- 7.5.7.1** Services to be provided may include shared-ride services with other passengers, including both Authority Paratransit passengers **and other passengers on non-Authority owned vehicles only**; provided that the Authority's insurance, maintenance, safety and driver training standards are met, and THE RIDE service quality or efficiency is not diminished by such

assignment of passengers to contractor owned vehicles.

- 7.5.7.2** No service shall be provided to students enrolled in grades K-12 for trips to and from school, or for school related trips. All RIDE service (with the exception of transfers) is provided from the threshold of the main building entrance of the customer's point of origin to the threshold of the main building entrance of the passenger's destination. The drivers shall exit the vehicle to assist a customer at each pick-up and drop-off location over a maximum of one curb and/or one step if the customer is in a wheelchair (several steps if passenger is ambulatory). Drivers are not required to carry any individual or their mobility devices, but they will assist with a manageable number of shopping bags to the door of the destination. Assistance with up to three pieces of luggage per person, not to exceed 40 pounds each, will be provided to the customer and PCA. Contractors will make special arrangements for notifying a customer upon arrival at the pick-up location if the customer is visually and/or hearing impaired.
- 7.5.7.3** All passengers, ambulatory or wheelchair users, must wear the shoulder/lap restraints supplied. Customer will not be allowed to stand while the vehicle is in motion. All wheelchair users will be required to wear the supplied body belt and shall be secured with the appropriate tie-down/ shoulder/ lap belt equipment.
- 7.5.7.4** Infants and small children must ride in a federally approved child passenger restraint until they are at least 5 years old and weigh more than 40 pounds. Children weighing more than 40 pounds but less than 8 years old or less than 4'9" tall must ride in a booster seat. If the parents or guardians specify the need for a car or booster seat when they request the trip, the Contractor will provide one, or the parent or guardian may provide their own if they prefer. This rule applies for children traveling as companions as well as those who are registered customers.
- 7.5.7.5** Up to four parcels per passenger are allowed.
- 7.5.7.6** Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes.
- 7.5.7.7** Smoking is not allowed on board the vehicles.
- 7.5.7.8** Customers may not tip drivers. Drivers will not accept tipping or other gratuities.

7.6 ELIGIBILITY DETERMINATION AND CUSTOMER REGISTRATION

The MBTA has retained an independent contractor to determine ADA Paratransit eligibility from among applicants to THE RIDE. Customers are deemed to be eligible (without condition), conditionally eligible, or ineligible. The profiles of those customers are then entered by the eligibility contractor into the ADEPT software. Once in the system as a "registered customer," customers may call the appropriate service provider to request a trip. If there is a condition that limits eligibility to specific trips, the condition will appear to the service provider's reservation agent.

7.7 TRIP RESERVATIONS, SCHEDULING, AND DISPATCHING POLICIES

Contractor will be responsible for the reservations, scheduling and dispatching function at least for the

first three years of the contract, and possibly for the remainder of the contract period.

7.7.1 Trip Booking

Contractor is required to establish an 800 toll-free number for customers.

Registered customers may book a trip on THE RIDE 1-14 days in advance of the trip date.

Contractor will provide the following types of trip request options:

- **Advance-Notice Trip Requests** - Accepted by phone 7 days a week 365 days a year between the hours of 8:30 a.m. and 5:00 p.m. and 1 (next day) to 14 calendar days in advance of customer's trip. Accepted by Web/IVR 7 days a week, 365 days a year, 24 hours a day, up to 5:00 p.m. the day prior to travel and no more than 14 calendar days in advance of customer's trip NOTE: Contractor shall begin to accept advance notice trip requests as of June 15, 2014 for service on or after July 1, 2014.
- **Subscription Service** - Travel to and from the same destination 3 or more times per week with the same pick-up and return times. NOTE: The Authority requires that customers with existing commitments for subscription service be so served.
- **Same-Day Trip Request** - Demand response requests will be accepted by the Contractor on the same date that the customer wishes to travel (starting with the close of reservations at 5 P.M. the prior day). Every effort will be made to accommodate these requests using the authorized protocols as outlined in the ADEPT certification/ training program as to not violate service parameters. The MBTA has a no-strand policy, so same-day return trips to a customer's home must be provided, although they might not be exactly when requested by the customer. Outgoing trips from a customer's home are not guaranteed, and are only provided as capacity is available.

7.7.2 Trip Scheduling and Customer Confirmation Calls

Scheduling of trips shall be undertaken to ensure that (1) there are no denials; and (2) service quality standards with respect to on-time performance and excessive travel times are met. Trip pick-up times may be negotiated but within the limits of ADA policies.

7.7.3 Limits on Serving New Same Day Trips to Non-Dedicated Vehicles

Contractors are encouraged to schedule same-day requests on dedicated vehicles that have available capacity. The general use of non-dedicated vehicles (e.g., taxis) is encouraged as a strategy to back-up the dedicated vehicle fleet and not as an incentive to attract/induce "new" same-day trip requests.

Service providers may not serve more than 5% of its total trips with non-dedicated vehicles without written prior approval from the MBTA.

- 7.7.4** Scheduling for tomorrow's trips shall be completed in time to ensure that all customers are called back, via the IVR as appropriate, no later than 9 P.M. the evening prior to the trip date to confirm the schedule details. Due to unforeseen circumstances beyond the Contractors control, call backs may be extended beyond 9 PM with approval from the Authority.

7.7.5 Trip Request Changes

Customers may call-in changes to confirmed trips at the request of the customer; these might include time change, destination change, etc. Every attempt will be made to accommodate these changes as the schedule permits by utilizing any slots made available in the schedule that were created from cancellations, etc.

7.7.6 Trip Request Cancellations

If a customer cancels a trip on the day prior to the trip date or earlier, the Contractor shall record the change as an “advance cancellation.”

If a customer cancels a trip at least 1 hour prior to the scheduled pick-up time on the day of the trip, the Contractor shall record the change as a “same-day trip cancellation.”

7.7.7 Dispatching and Same Day Calls

Contractor will establish radio/communication links with each MBTA and Contractor-owned vehicles dedicate to THE RIDE service, enabling digital mobile communications and voice communications with drivers. Each of these vehicles will be equipped with an Automatic Vehicle Locator (AVL) system, a Mobile Data Computer (MDC), and a 2-way radio.

All dispatching shall be provided from a central dispatch location, utilizing ADEPT in combination with the in-vehicle equipment identified above.

Notification must be given by the Contractor to the customer in the event of delays over 30 minutes.

In the event of a driver-reported no-show or a customer call regarding a late pick-up, the service provider will first use the AVL system to verify vehicle location, contact the driver, and provide an accurate estimated time of arrival (if needed).

7.7.8 Summary of Call and Control Center Option

7.7.8.1 Introduction

The MBTA is exploring the concept of centralizing call and control center (CCC) functions for THE RIDE.

If it decides to pursue this effort,

- A management firm (henceforth referred to as a CCC Manager) would be retained to be responsible for the reservations, scheduling, and dispatching functions, the latter to include all “same -day” calls from customers; and
- A phased transition from the current structure would begin at the beginning of Year 4 of this upcoming contract. The phases would probably be accomplished by service area provider – one at a time – over the course of Year 4, to be fully completed by the end of Year 4.

If CCC functions are shifted from a service provider to the CCC manager, the payment structure would shift from the proposer’s contractual per trip rate for Year 4 to the proposer’s contractual per hour rate for Year 4 for variable costs. The service provider would then be paid on a per hour basis for the remainder of the contract for variable costs.

If the MBTA decides not to pursue the centralization of CCC functions, each service provider would be paid their contractual per trip rate for the remainder of the contract for variable costs.

In essence, centralizing CCC functions would result in the transfer of reservations, scheduling and dispatching operations from all of THE RIDE service providers to the CCC Manager to be located in a CCC center to be provided by the MBTA. This CCC Manager would be retained by the MBTA in a separate procurement.

After – or concurrent with -- the transition of each service provider, the CCC Manager, with the concurrence of the MBTA, could tailor the number of hours (i.e., amount of work) to any given service provider. Moreover, the concept of service provider “home” area and boundaries, the core area, abutting towns, and direct transfers would cease to exist. Certain very long-distanced trips may still be provided by more than one service provider (with a transfer), with details to be determined at a later date.

If it pursues this model, the MBTA envisions that it would provide the facility, hardware and software, and dispatch/communications system that the call center manager would utilize. The service providers, after their CCC functions are transitioned to the CCC Manager, would be responsible for all other functions covered in this procurement scope, including, but not limited to, providing service delivery, road supervision, maintenance, etc.

The division of responsibilities among the call center manager, the service providers, and the MBTA is described below.

7.7.8.2 Call and Control Center (CCC) Manager Responsibilities (Reservations, Scheduling, Dispatching)

The CCC Manager would:

- Receive reservation calls and book trips onto vehicle runs for all providers, and assign other trips to non-dedicated service providers (such as taxi and chair car companies).
- Optimize vehicle schedules before making them available to the service providers.
- Handle all same-day customer issues including where’s-my-ride calls, requests to change return times, cancellations, and no-shows.
- Give final approval for no-shows, ensuring that drivers have arrived at the correct location and made attempts to contact the customer, and calling customers as appropriate.
- Proactively look for ways to improve on-time performance and productivity by moving trips among runs (including runs operated by different carriers) and make these changes in StrataGen, which will be visible to dedicated vehicle drivers on their MDCs.
- In cooperation with the service providers, establish realistic vehicle runs (i.e. start and end times) that allow for optimal scheduling and optimal use of taxicabs or other non-dedicated vehicles.

7.7.8.3 Service Provider Responsibilities

The service providers would be responsible for providing (purchasing/leasing) any vehicles not provided by the MBTA, and that are required per this RFP.

The service providers would:

- Manage a driver work force.
- Schedule drivers to cover the vehicle runs designed by the call center contractor.
- Garage, maintain, and insure vehicles used for THE RIDE.

After all service providers are transitioned to the centralized CCC model, the runs generated by the CCC Manager for each service provider would continue to be based largely on the location of the service provider's base of operation. That said, the call center manager would be free to have a service provider's vehicle serve a trip with an origin and a destination that are not in the service provider's former "home" area, if it contributed to systemwide efficiency. That is, the CCC Manager would generally concentrate each service provider's vehicles near its operating base, but could route them anywhere in the service area as needed to provide efficient service.

Each service provider would be assigned an approximate level of service, measured in vehicle hours, that would become its responsibility and which the call center manager would utilize as efficiently as possible. Each service provider's level of service could be tailored periodically to adjust to changing demand or in response to differences in performance among the providers. These changes would be a joint decision of THE RIDE managers and the CCC Manager. If the amount of work is modified to the point that suggests a reduction or augmentation of the fleet for any provider, MBTA-owned vehicles could be shifted from dedicated service provider to another.

The service providers would continue to be responsible for certain dispatching functions that need to remain with whatever company employs the drivers based on Massachusetts law regarding the employer-employee relationship. These provider dispatchers would be responsible for:

- Performing window dispatching, that is checking drivers out and in at the beginning and end of runs and arranging coverage as needed.
- Directing drivers to come back to base early or work late.
- Bringing vehicles back to base if needed.
- Dispatching replacement vehicles and drivers as needed.

It is envisioned that the MBTA will provide the service providers with access to StrataGen for these purposes. Service providers would be responsible for any hardware (servers, computer equipment) physically located at the service provider's location.

Depending on legal requirements, the provider dispatchers might also be responsible for:

- Directing drivers regarding specific routes of travel if needed (i.e., navigation).
- Requiring drivers to take breaks in order to maintain legal compliance.
- Responding to emergencies and incidents.
- Providing direction to drivers about emergency response.
- All these provider dispatch functions together are referred to as “window dispatching” functions.

7.7.8.4 MBTA Responsibilities

The MBTA would continue to perform the functions that it currently does and take on some new ones. The MBTA has developed considerable expertise in ADA paratransit management and oversight, and it is critical for the agency to continue applying this expertise in an active management and oversight role to ensure the success of a call center service model. The existing MBTA functions include:

- Procuring the contractors for the centralized CCC, service delivery, and eligibility determination functions and monitoring those contracts.
- Providing vehicles for dedicated service providers but not to taxi / non-dedicated providers.
- Receiving complaints, conducting preliminary investigation of these complaints, coordinating preparation of responses with CCC Manager, service provider, or eligibility center staff as appropriate, reviewing responses, and responding sending responses to customers.

The MBTA will also be responsible for:

- Providing centralized server equipment and networking between the server(s), call centers, and providers, as well as providing the service providers with access connectivity to StrataGen for window dispatching functions. (Service providers would be responsible for any hardware (servers, computer equipment) physically located at the service provider’s location.)
- Providing and maintaining the telecommunication linkage between the CCC and the service providers.
- Providing the call center facilities, most likely by leasing appropriate space but possibly by modifying an existing MBTA-owned facility.

Importantly, the MBTA would be active in promoting communication and collaboration among all of the contactors, and especially between the CCC Manager contractor and the service providers. In recognition of this, both the service providers and CCC Manager will be subject to incentives and penalties for key performance measures.

7.8 VEHICLE-TO-VEHICLE TRANSFER POLICIES

- 7.8.1** Trip requests from one service area into another service area will require a vehicle-to-vehicle transfer. The exception is where the destination for a one-way trip or the going

leg of a round-trip is in a town that abuts the contractor's service area; these are called "direct transfers" and are required to be served directly.

7.8.2 Contractor shall provide information on transfers at the request of the customer, and will provide transfer instructions to the customer when a ride is confirmed. The "home" contractor will call the transfer contractor to place the 2nd leg of the going trip and the 1st leg of the return trip.

7.8.3 Transfer locations for THE RIDE service providers will be defined, as follows:

- North/West: Malden Station
- West/South: Spring St./Charles River Loop, West Roxbury; or Needham Junction Station
- All: Ruggles Station

7.8.4 Transfer locations for other ADA paratransit providers in Eastern Massachusetts will be defined as follows:

- South/BAT: BAT Intermodal Facility, 10 Commercial Street, Brockton
- South/GATRA: Shaw's Supermarket, Main Street, Sharon
- West/MWRTA: Wellesley Farm's Commuter Rail Station, 90 Croton St, Wellesley, MA
- Transfers to other RTA's may be established during the contract term.

7.8.5 The Contractor shall be required to interact with all other THE RIDE Contractors to ensure the provision of vehicle-to-vehicle transfers are performed in a safe and timely manner. The Contractor will transport customer to and from a transfer point and wait with customer in the first vehicle until the transfer vehicle arrives.

7.8.6 The Contractor shall operate and coordinate transfers to and from accessible fixed route services as well as provide assistance in shifting trip requests onto fixed route service as appropriate.

7.9 DIRECT TRANSFER POLICIES

"Direct transfer" trips are defined as trips taken by a service provider between its "home" service area and a destination in an abutting town in another service provider's home service area (and return trips), but not abutting towns to the core area that do not otherwise abut a carrier's home service area. Direct transfer trips are distinguished from "vehicle-to-vehicle" transfer trips where two service providers arrange to meet at a transfer point for the transfer of a customer. Direct transfer trips are defined as trips that are required to be served without a transfer.

7.10 OUT-OF-AREA TRIPS

"Out-of-area" trips are defined as trips with origins and destinations that are both beyond a service provider's service area. A service provider may not serve an "out-of-area" a trip without prior approval from MBTA's THE RIDE Operations Manager.

7.11 FARES AND FARE COLLECTION

The local one-way **ADA fare** for each registered passenger or guest is **\$4**, or twice the full fare for a comparable fixed route trip if it is lower, when booking 1-14 days in advance.

One-way fares for **premium non-ADA** trips are **\$5** per registered passenger or guest. This applies when the trip origin and/or destination is greater than 3/4 miles from MBTA bus or subway service and outside of the core areas, or for same-day trip requests or changes, except for trip time negotiation. Reservationists must confirm the fare when trip requests are booked.

A Personal Care Assistant (PCA) accompanying a registered user is not charged a fare. One other person may travel as a guest. Additional guests are allowed if space is available. PCAs and guests must travel to and from the same destination at the same time as the registered user.

THE RIDE has a completely cashless fare collection system. No cash nor credit cards nor checks are accepted in the vehicle. Instead, registered customers deposit funds into a centralized fare account managed by the MBTA. This can be done by sending a check through the mail to the Office for Transportation Access at 10 Park Plaza, or by paying by check in person at the CharlieCard Store at Downtown Crossing Station. The accessible entrance is at 32 Summer Street via the 101 Arch Street building in Boston. Cash, checks, money orders and major credit/debit cards are accepted. Customers may also make deposits using a major credit/debit card via the MBTA commerce website (<http://commerce.mbta.com>) or by phone at 888-844-0355.

When a customer requests a trip, the fare for that trip is “reserved.” Thus, a customer cannot request a trip if there are insufficient funds in his/her account. If the trip is not made (e.g., if the trip request is cancelled), the reserved funds are put back into the fare account. At the point where the customer boards THE RIDE vehicle at the pick-up location, the Contractor’s driver shall indicate on the MDC that the pick-up was made. This automatically decrements the fare amount that was in reserve. It is the responsibility of the Contractor to train drivers in the collection of a fare from each Authority customer for each one-way ride using the MDC units onboard the vehicle.

The Authority may change the fare policy at any time during the contract term.

7.12 COMPLAINT HANDLING

All customer complaints/ compliments will be documented via the complaint module within the ADPET system. The Contractor will forward to the MBTA, in writing, on a daily basis, all customer complaints they receive in their office. The customer may elect to register complaints directly with the MBTA. The MBTA will input all such complaints in ADEPT and assign each complaint to the appropriate Contractor for resolution. Complaints will be documented, investigated by the Contractor including a phone interview, and appropriate action taken promptly. All complaint responses are to be reviewed, approved and signed by the Project Manager prior to issuance. The Contractor shall notify the customer and Authority of the disposition of the complaint in writing within ten (10) calendar days of receipt of said complaint. The Authority reserves the right to change the complaint procedures.

NOTE: The Authority requires that Contractors treat all customer concerns related to Contractor performance as complaints.

7.13 DEFINITION OF ON-TIME, LATE TRIPS, MISSED TRIPS AND NO SHOWS

7.13.1 On-Time Trip. A completed trip will be deemed **on-time** if (1) the vehicle arrives at the pick-up location no earlier than 5 minutes prior to and no later than 15 minutes after the scheduled pick-up time; and (2) the vehicle arrives at the drop-off location no later than 10 minutes after the appointment time.

7.13.2 Late Trip. A completed trip will be deemed late if the vehicle arrives at the pick-up location more than 15 minutes after the scheduled pick-up time and/or arrives at the drop-off location more than 10 minutes after the appointment time.

7.13.3 Missed Trip. A missed trip will be defined as a trip that is not completed and includes each instance where a vehicle either (1) never arrives at a pick-up location; or (2) arrives at a pick-up location more than 15 minutes after the scheduled time and the customer either cancels at the door or is not present. Contractor shall separately track and report missed trips occurring between 16 and 30 minutes after the scheduled pick-up time, and missed trips that occur more than 30 minutes after the scheduled pick-up time.

7.13.4 Late and missed trips will be counted only for registered customers, and not for PCAs or companions.

7.13.5 No-Show. Contractor will record and document the customer as a no-show when a trip has been scheduled, a confirmation has been given by the Contractor, the vehicle arrives on-time, and the customer fails to show up for the scheduled ride or cancels at the door. Contractor also will record and document the customer as a no show if the customer cancels a trip less than 1 hour before scheduled pick-up. (Note: if the vehicle is late, and the customer fails to show up for the scheduled ride or cancels-at-door, the trip is not a no-show; the trip is a “missed trip.”)

Before a customer is determined to be a no show, the dispatcher must confirm the location of THE RIDE vehicle using the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) device, which must be installed in all vehicles used for THE RIDE service. The driver will wait five minutes in the event that a customer is late before continuing to the next scheduled pick-up after receiving permission from dispatch. Dispatch will make a reasonable effort to contact the customer before allowing the driver to continue on the route. The 5-minute waiting period does not begin until the scheduled pick-up time.

Once the dispatcher has confirmed, by using the AVL and MDC, that the driver is at the correct pick-up location, and has waited the appropriate amount of time for the customer, and has attempted to locate the customer, the dispatcher may then consider the customer a no show. A customer cannot be considered a no show without first confirming the vehicle location via the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC).

The Contractor shall record all such events utilizing the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) of the vehicle location and time of day for each no show and must provide the documentation to the MBTA on request. The Contractor will provide a report to OTA, on a monthly basis, documenting customers who establish a pattern or practice of no-shows.

The Contractor shall not suspend eligibility for any reason, unless so directed by the Authority.

7.14 PERFORMANCE STANDARDS, EXPECTATIONS, INCENTIVES, AND PENALTIES

7.14.1 Prior to Creation of a Centralized Call and Control Center

It shall be the duty of the Contractor to operate vehicles in the most efficient manner possible consistent with meeting service requests in a timely fashion. The driver is expected to proceed from the first pick-up to the last drop-off in the most direct manner while keeping Dispatch informed of delays.

No less than 90% of completed trips are to be performed on-time under normal operating conditions. A penalty equal to the contractor’s per-trip rate of payment will be

assessed for each late trip over 10% of completed trips each month.

A penalty equal to twice the contractor's per-trip rate of payment will be assessed for each missed trip for which the vehicle never arrived or arrived more than 30 minutes after the scheduled pick-up time.

Failure to meet any standard for 3 consecutive months without reasonable cause may be grounds for termination of the Contract.

No passenger is to be kept on board a vehicle for more than sixty (60) minutes, except for transfers (limit 60 minutes per area) unless the factors influencing ride time are beyond the control of the Contractor, or if the ride time on the most direct route would be in excess of thirty (30) minutes, the actual ride time shall not exceed twice the time required on the most direct route, at that time of day. NOTE: In compliance with ADA guidelines, the Contractor shall perform quality control analysis to measure schedule results to shortest MBTA fixed route travel itineraries (excluding commuter rail) plus 20 minutes as a standard for travel time limits. The MBTA reserves the right change this standard.

A penalty of \$10,000 will be assessed for each month in which total registered trips that violate travel time standards exceed 2% of all registered trips.

A penalty of \$10,000 will be assessed for each month in which total registered trips assigned to non-dedicated vehicles exceeds 5% of all registered trips, unless the Contractor has received prior approval to do so by the MBTA.

Telephone performance standard – A penalty of \$10,000 will be assessed for each month where the average hold time is over 1.5 minutes and/or where 5% of the total calls have a hold time that exceeds 5 minutes.

Other "infractions" in the current contract include:

- Lift or ramp failure - \$50 per occurrence;
- Air-conditioning / heater failure - \$50 per occurrence;
- Uniform policy infraction - \$50 per day/per driver (including trainees)
- Telephone communications system (toll free 800 line) failure - \$500 per hour or fraction thereof (for any interruption in excess of 30 minutes);
- Vehicle communications system - including voice, AVL, and MDC functions - \$500 per hour or fraction thereof (for any interruption in excess of 1 hour) note: any occurrence of <90% functionality of these systems for all vehicles deployed in service shall also constitute a failure/ interruption;
- Computer system (hardware/ software/ middleware)- any disruption that interferes with the delivery the services (reservations, scheduling, dispatching, reporting)- \$500 per hour (for any interruption in excess of one (1) hour);
- Failure to respond to complaints within 10 days - \$50 per occurrence.
- Failure to report incident or accident - \$50 per occurrence.
- Complaints exceeding .2% of trips requested- \$50 per occurrence;
- Any vacancy in one of the ten (10) "key senior staff" positions lasting longer than 60 calendar days- \$5,000 per month or fraction thereof

- There will be a penalty of \$5,000 per month for each month in which the Contractor fails to maintain 100% of the Proposed complement of personnel for each position for the entire month
- Any month during the term of this Contract in which no such infractions occur will result in an incentive payment of \$5,000 by the Authority to the Contractor.

7.14.2 After Creation of a Centralized Call and Control Center

If the MBTA elects to establish a centralized call and control center, then Contractor expectations will be modified. Since responsibility for on-time performance will be shared with the operator of the centralized call and control center, Contractor penalties for not meeting expectations will be reduced, and similar penalties will also apply to the operator of the centralized call and control center.

For purposes of these provisions, a Contractor's "variable cost per trip" for a given month is the Contractor's established rate per vehicle-hour divided by the Contractor's productivity for the month, measured as completed registered passenger-trips per vehicle-hour.

- Late trips: A penalty equal to one-third of the Contractor's variable cost per trip will be assessed for each late trip in excess of 10% each month.
- Missed trips: A penalty equal to two-thirds the contractor's per-trip rate of payment will be assessed for each missed trip for which the vehicle never arrived or arrived more than 30 minutes after the scheduled pick-up time.

Standards and penalties for telephone answering and travel times will apply to the operator of the call and control center but will no longer apply to service provider contractors.

The following new standards will apply the service provider's performance covering routes as assigned by the call and control center:

- Route turned back to the call center manager with at least 12 hours notice: 1.0 times the operating cost for the route
- Route turned back to the call center manager or uncovered with less than 12 hours notice: 1.5 times the operating cost for the route. This penalty will not apply to portions of a route uncovered due to an incident during the operation of the route, beyond the control of the Contractor.
- Late pullouts: 1.0 times the operator's total hourly operating cost for any lateness up to 30 minutes; 2.0 times the operator's total hourly operating cost for any lateness between 31 and 60 minutes. Late pullouts over an hour are equivalent to an uncovered route.

For purposes of these assessments, the total operating cost will be calculated using the operator's total operating cost per vehicle revenue hour (including fixed costs). In the case of a route that is turned back or uncovered, the operating cost is based on the scheduled vehicle revenue hours for the route.

The remaining performance expectation and penalties will remain unchanged after implementation of a call and control center.

7.15 INCLEMENT WEATHER/ STATE OF EMERGENCY

In the event of snow, rain or other weather, or the declaration of a State of Emergency for any reason; which may significantly impact the safe operation of vehicles at normal operating speeds, the Contractor shall advise the Authority as to the condition of local roads within the Service Area. The Contractor is responsible for contacting the Authority by phone, first attempt will be the Contract Administrator for the Service area, then the Manager, Paratransit Operations, if both are unavailable the MBTA Central Control at (617) 222-5758. In the event that weather conditions or natural disasters make fulfillment of the terms and conditions of this Contract impossible, the MBTA shall be empowered to temporarily suspend services or temporarily relax the service standards by telephone authorization to the Contractor. In the event of suspension of services, the Authority shall endeavor to contact customers by public service announcements on local radio station. Contractor shall assume responsibility to contact any customers who may be at intermediate destinations (awaiting transport home) and shall provide transport for the return trip or make all reasonable attempts to ensure the safety and security of the customer, if travel is deemed to be unsafe. Service standards noted in Section 7.14 may be relaxed in the event of snow, rain or other weather which significantly impact the safe operation of vehicles at normal operating speeds.

8.0 Ridership and Vehicle Fleet

8.1 HISTORIC RIDERSHIP, REVENUE VEHICLE HOURS, AND PRODUCTIVITY

Tables 8.1 through 8.6 present actual FY 2010 through FY 2013 data on annual ridership (of registered passengers, non-registered passengers and total passengers), total annual revenue vehicle hours, annual average productivity (i.e., total passengers per revenue vehicle hour), total mileage, and fuel consumption.

These statistics are being provided in this RFP for informational purposes only. Proposers should also keep in mind key changes to service areas and other key changes (highlighted in Section 1) that may affect ridership, revenue vehicle hours, productivity, mileage, and fuel consumption in the upcoming contract period. Figure 8.1 shows the impact of the recent fare policy change on ridership.

Table 8.1 Comparative Statistics for Service Areas: Ridership: Registered Passengers

Year	North	West	South	Total
FY 2010	571,593	704,165	529,645	1,805,403
FY 2011	649,567	800,166	595,731	2,045,464
FY 2012	731,373	883,245	652,689	2,267,307
FY2013 ¹	488,038	608,024	428,914	1,524,976

Table 8.2 Comparative Statistics for Service Areas: Ridership: Non-Registered Passengers

Year	North	West	South	Total
FY 2010	99,498	100,985	90,111	290,594
FY 2011	117,156	95,851	101,495	314,502
FY 2012	129,219	101,551	111,370	342,140
FY2013 ¹	80,353	72,216	69,459	222,028

Table 8.3 Comparative Statistics for Service Areas: Ridership: Total Passengers

Year	North	West	South	Total
FY 2010	671,091	805,150	619,756	2,095,997
FY 2011	766,723	896,017	697,226	2,359,966
FY 2012	860,592	984,796	764,059	2,609,447
FY2013 ¹	568,391	680,240	498,373	1,747,004

¹ Note: FY2013 includes July 2013 to April 2013 only

Table 8.4 Comparative Statistics for Service Areas: Revenue Vehicle Hours

Year	North	West	South	Total
FY 2010	422,746	564,753	397,144	1,384,643
FY 2011	473,583	642,292	452,246	1,568,121
FY 2012	489,113	700,000	491,770	1,680,883
FY2013 ¹	358,731	492,045	326,936	1,177,712

Table 8.5 Comparative Statistics for Service Areas: Productivity (Total Trips/Revenue Vehicle Hours)

Year	North	West	South	Average
FY 2010	1.59	1.43	1.56	1.51
FY 2011	1.62	1.40	1.54	1.50
FY 2012	1.76	1.41	1.55	1.55
FY2013 ¹	1.58	1.38	1.52	1.48

Table 8.6 Comparative Statistics for Service Areas: Total Mileage and Fuel Consumption

	Year	North	West	South	Total
Total Revenue Miles	FY 2010	5,267,593	6,086,666	5,169,800	16,524,059
	FY 2011	5,886,400	7,082,069	5,862,970	18,831,439
	FY 2012	6,189,350	7,964,594	6,277,359	20,431,303
	FY2013 ¹	4,506,591	5,411,629	4,179,335	14,097,555
Total Non-Revenue Miles	FY 2010	1,062,872	1,287,934	1,071,918	3,422,724
	FY 2011	1,286,872	1,513,346	1,125,157	3,925,375
	FY 2012	1,074,610	1,464,532	1,160,212	3,699,354
	FY2013 ¹	844,128	960,538	844,270	2,648,936
Total Miles	FY 2010	6,330,465	7,374,600	6,241,718	19,946,783
	FY 2011	7,173,272	8,595,415	6,988,127	22,756,814
	FY 2012	7,263,960	9,429,126	7,437,571	24,130,657
	FY2013 ¹	5,350,719	6,372,167	5,023,605	16,746,491
Fuel Consumption (Total Gallons)	FY 2010	685,590	791,937	643,286	2,120,814
	FY 2011	790,002	889,400	715,137	2,394,538
	FY 2012	806,723	923,216	765,922	2,495,860

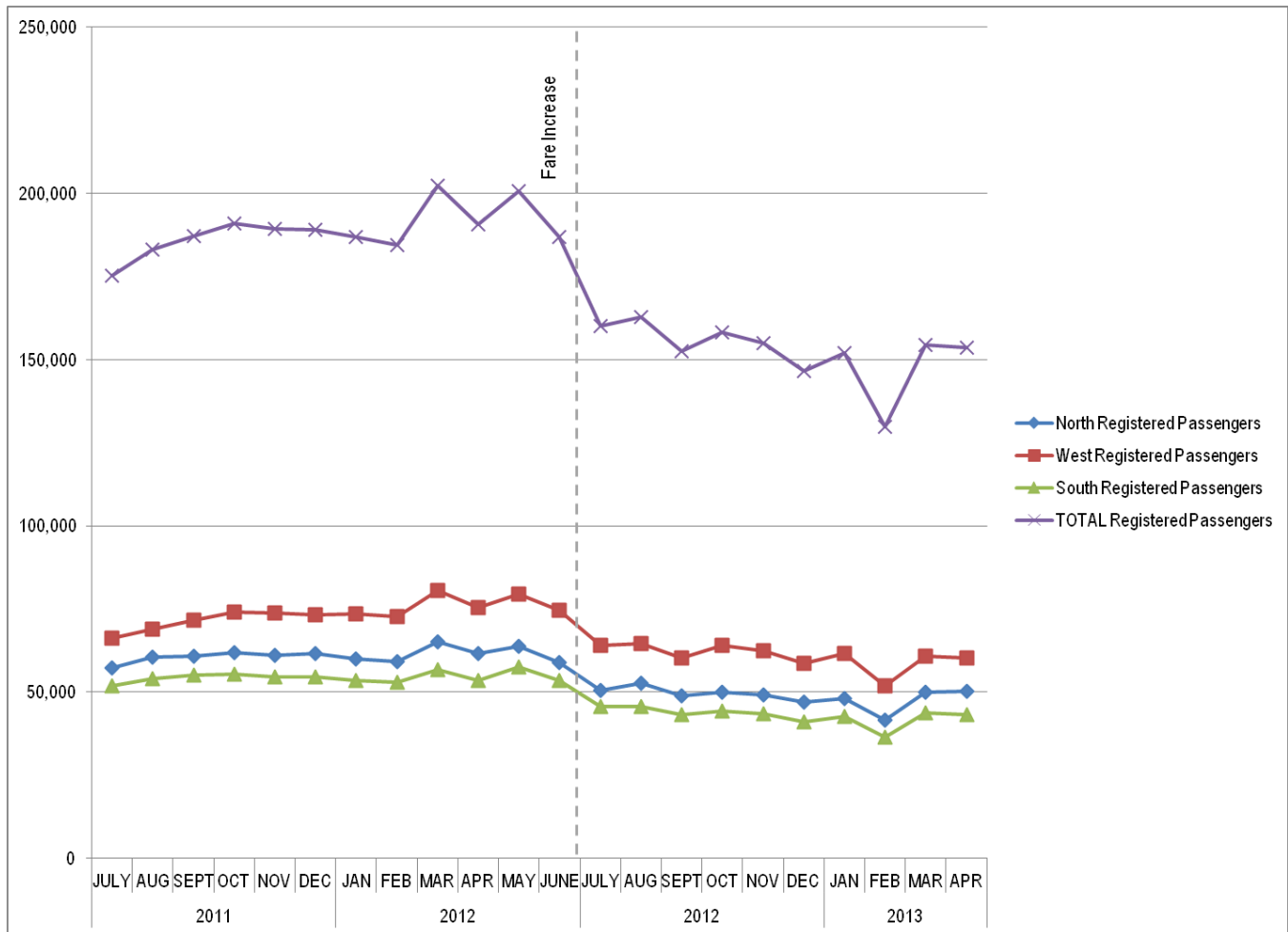
¹ Note: FY2013 goes through April 2013 only

	FY2013 ¹	582,451	644,270	519,431	1,746,154
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Table 8.7 Comparative Statistics for Service Areas: No-Show Rates

Year	North	West	South	Average
FY 2010	6.53%	7.67%	6.84%	7.07%
FY 2011	7.48%	7.83%	7.45%	7.61%
FY 2012	7.92%	7.60%	7.24%	7.60%
FY2013 ¹	8.18%	6.94%	7.05%	7.38%

Figure 8.1 Ridership by Month FY2012-2013



8.2 ESTIMATED RIDERSHIP FOR THE CONTRACT PERIOD

The estimated number of trips to be served by each service provider is presented below in Table 8.8. All ridership figures represent the Authority's best estimate.

Table 8.8 Forecast Registered Passenger Trips by Fiscal Year

Fiscal Year	North - Registered Passenger Trips	West - Registered Passenger Trips	South - Registered Passenger Trips	Total Registered Passenger Trips
Yr 1 - FY 2015	664,992	733,769	619,543	2,017,937
Yr 2 - FY 2016	691,725	763,266	644,449	2,099,058
Yr 3 - FY 2017	731,533	807,192	681,537	2,219,858
Yr 4 - FY 2018	774,734	854,861	721,784	2,350,951
Yr 5 - FY 2019	817,934	902,529	762,032	2,482,044
Yr 6 - FY 2020	861,135	950,198	802,280	2,613,137
Yr 7 - FY 2021	904,335	997,866	842,528	2,744,231

NOTE: Above figures do not include personal care assistants and companions. See Tables 8.1 through 8.3 to calculate historic percentage of non-registered trips.

8.3 FLEET - MINIMUM REQUIREMENTS AND VEHICLE OWNERSHIP

Tables 8.9 through 8.11 presents the minimum number of vehicles required for each of the three service areas. These tables also present the portion that the Authority will make available and the minimum number of vehicles to be supplied by the Contractor:

Table 8.9
MINIMUM FLEET REQUIREMENTS (FY 2015 – FY2021)

North Service Area

	Authority-Supplied			Contractor-Supplied	Total
	Lift-Equipped	Sedans	Sub-total	Lift-Equipped/Sedans	Vehicles
FY15	131	87	218	24	242
FY16	137	91	228	25	253
FY17	144	96	240	27	267
FY18	153	102	255	28	283
FY19	161	108	269	30	299
FY20	170	113	283	31	314
FY21	178	119	297	33	330

Table 8.10
MINIMUM FLEET REQUIREMENTS (FY 2015 – FY2021)

West Service Area

	Authority-Supplied			Contractor-Supplied	Total
	Lift-Equipped	Sedans	Sub-total	Lift-Equipped/Sedans	Vehicles
FY15	131	87	218	49	267
FY16	137	91	228	50	278
FY17	144	96	240	54	294
FY18	153	102	255	57	312
FY19	161	108	269	60	329
FY20	170	113	283	63	346
FY21	178	119	297	67	364

Table 8.11
MINIMUM FLEET REQUIREMENTS (FY 2015 – FY2021)

South Service Area

	Authority-Supplied			Contractor-Supplied	Total
	Lift-Equipped	Sedans	Sub-total	Lift-Equipped/Sedans	Vehicles
FY15	131	87	218	8	226
FY16	137	91	228	7	235
FY17	144	96	240	8	248
FY18	153	102	255	8	263
FY19	161	108	269	9	278
FY20	170	113	283	9	292
FY21	178	119	297	9	307

NOTE: Requirements are based on 3,100 total (registered customers plus PCAs and companions) passenger trips per vehicle per year.

The number of Contractor-supplied vehicles, listed above, is the minimum number of vehicles, plus or minus 5% that the Contractors must supply each fiscal year, assuming all Contractor-supplied vehicles are dedicated to THE RIDE service. If a combination of dedicated and non-dedicated vehicles is to be used, the fleet size must be greater. All MBTA vehicles must be dedicated to THE RIDE service.

Beyond this commitment by the Authority, the Contractor shall be solely responsible for providing an adequate fleet to operate the service properly and shall provide additional lift-equipped (or ramp-equipped) vehicles in sufficient quantity to maintain a minimum of sixty percent (60%) lift-equipped vehicles within the dedicated fleet and comply with ADA requirements.

In determining the composition of its share of the fleet, the Contractor must comply with Section 224 of the Federal ADA Regulations, which states:

SEC.224. PUBLIC ENTITY OPERATING A DEMAND RESPONSIVE SYSTEM.

If a public entity operates a demand responsive system, it shall be considered discrimination, for purposes of section 202 of this Act and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 7941) for such entity to purchase or lease a new vehicle for the use on such system, for which a solicitation is made after the 30th day following the effective date of this section, that is not readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless such system, when viewed in its entirety, provides a level of service to such individuals equivalent to the level of service such system provides to individuals without disabilities.

NOTE: See Section 6 and Appendix B, **Certification of Equivalent Service** for a copy of form.

8.4 CONTRACTOR-PROVIDED BACK-UP VEHICLES

The Contractor shall provide back-up vehicles whenever Authority supplied vehicles are out of service for repairs or for similar reasons. It is the obligation of the Contractor to obtain all required insurance and registrations for all vehicles used in the delivery of service.

8.5 INSPECTION OF VEHICLES

The Contractor will permit the MBTA to make both scheduled and unscheduled inspections of any of the vehicles used by the Contractor when providing the Services.

8.6 RETURN OF MBTA-OWNED VEHICLES

Upon completion or termination of this Contract, the Contractor shall return to the Authority all Authority-owned vehicles substantially in the condition received except for reasonable wear and tear. Such determination of the condition of the vehicle at that time will be made by means of a joint inspection by the Authority and the Contractor. The Contractor is responsible for all damage or deterioration to vehicles in the event that a vehicle is returned in a condition beyond reasonable wear and tear, as determined by the Authority.

8.7 SPECIFICATIONS FOR MBTA-PROVIDED VEHICLES

8.7.1 Description of MBTA-owned lift-equipped vehicles

Specification for MBTA-owned wheelchair-accessible vehicles to be provided to the Contractors are presented in Appendix D.

8.7.2 Description of MBTA-owned sedans

Specification for MBTA-owned sedans to be provided to the Contractors are also presented in Refer to Appendix D.

8.8 SPECIFICATIONS FOR CONTRACTOR-OWNED VEHICLES

The Contractor will ensure that all vehicles and equipment used in the provision of service under this

Contract shall conform to the standards outlined in Appendix E.

In providing service in this system, Contractors must use wheelchair accessible vehicles for non-ambulatory passengers. All vehicles shall be ADA compliant, have heating and air conditioning, have functioning and accessible seat belts, be adequately padded, have ample leg room, a functioning lift or ramp system, a raised roof or lowered floor, wheelchair tie-downs, a functioning speedometer and odometer, and functioning interior lighting within the passenger compartment.

All vehicles used in the provision of THE RIDE will be labeled with "THE RIDE" for identification purposes.

Vehicles used in providing service for ambulatory or semi-ambulatory passengers (currently 70-75 percent of all RIDE registrants fall into this category) must meet the above requirements, with the exception of the requirements for a raised roof, lift or ramp, and wheelchair tie-downs.

8.9 IN-VEHICLE COMMUNICATION AND AVL EQUIPMENT

Each vehicle operated by Contractor under the terms of this project shall be equipped with an Automatic Vehicle Locator (AVL), full Mobile Data Computer (MDC) capabilities, and a two-way or trunked (wireless) radio or other comparable communications device, tuned to a base where all transmissions are recorded, consistent with the requirements in Appendix F.

The Contractor shall provide the Authority with all necessary equipment and services to allow "Real Time Access" to these systems for monitoring purposes.

9.0 Scope of Work

Proposers must be able to perform all duties contained within this Scope of Work, while abiding by all policies related to THE RIDE as contained in Section 7 and with ridership and fleet constraints from Section 8 in mind. Proposer must attest to this signing the **Affidavit of Compliance** (see Section 6 and Appendix B) with its proposal.

9.1 CONTRACT PERIOD

The base contract period will begin July 1, 2014 through June 30, 2019, with associated Mobilization activities beginning on January 1, 2014 to ensure the successful implementation of services. There will also be a two-year option period beginning July 1, 2019 through June 30, 2021, which the Authority may exercise at its sole discretion. Proposers must submit a price quote for each year of the 5-year base period and each year of the 2-year option period.

9.2 FACILITIES

The Contractor must utilize facility/ facilities, which meets the following conditions:

- The Contractor's facilities must be located within its assigned Service Area.
- The Contractor's facilities must be suitable for conducting **all** functions to be performed in conjunction with the Contract, including the reservations, scheduling and dispatching function for at least the first three years of the contract.
- The Contractor's facilities must be fully accessible to persons with disabilities.
- The Contractor's facilities must have lighted, secured parking for all vehicles.

9.3 ACCEPTANCE OF MBTA VEHICLES / PROVISION OF CONTRACTOR-OWNED VEHICLES

9.3.1 Contractor Acceptance of MBTA-Owned Vehicles

The MBTA will be providing Contractor with a number of sedans and accessible vans as is indicated in Section 8.3. The Contractor is required to thoroughly inspect each vehicle and notify the MBTA if the vehicle received does not pass inspection, i.e., is not safe to put into THE RIDE service. If flaws are fixable for a specific vehicle, the Contractor will produce and submit to the MBTA a cost estimate for needed repairs. The MBTA may remove the vehicle from active service. The MBTA may direct the Contractor to undertake identified repairs at the quoted price (this will be a separate line-item cost on the Contractor's invoice), or the MBTA may repair the vehicle via another means.

9.3.2 Contractor-Owned Vehicles

The Contractor is responsible for providing accessible vans and/or sedans so that the minimum number of vehicles (see Section 8.3) needed are being operated by the Contractor for THE RIDE service. All vehicles shall meet the MBTA's minimum specifications/requirements and are subject to inspection by the MBTA at any time.

9.3.3 Insurance and Registration

It is the obligation of the Contractor to obtain all required insurance and registrations for all Contractor-owned vehicles used in the delivery of service.

9.4 PROVISION OF / USE OF COMPUTER SOFTWARE AND HARDWARE AND COMMUNICATION SYSTEMS

9.4.1 StrataGen's ADEPT Software and ADEPT Training

MBTA will provide the Contractor with StrataGen's ADEPT software. The Contractor will be responsible for using ADEPT to support its contractual responsibilities. A description of ADEPT is found in Appendix F.

The Contractor is also responsible for the cost of and arranging for training from StrataGen. The contact for StrataGen is:

Any questions about the software and/or training should be addressed to:

Garrett Erb
MBTA Project Manager
Phone: 386-663-7586
Cell: 425-443-1074
E-mail: garrett.erb@stratagen.com

9.4.2 Hardware and Vehicle Communications

The Contractor will provide all related hardware that will be located at the Contractor's facility, including a server. This is specified in Appendix F.

The Contractor will be responsible for providing computer hardware (e.g., server, work stations, printers) for the use of ADEPT and all other administrative and support functions.

The Contractor will be responsible for purchasing a maintenance contract for the hardware that it provides to the Contractor.

The Contractor will provide all in-vehicle MDC/AVL and communication equipment for dispatching and trip data tracking purposes; and radio and digital communication links between dispatchers and vehicles. Specifications are provided in Appendix F.

9.4.3 Communication Links between the MBTA and Contractor

The MBTA will provide access to this software via communication links between the MBTA and the Contractor.

9.4.4 Communication Links between Contractor and Customers

Telephone Equipment

Under this contract, the MBTA is requiring the Contractor to provide a telephone system with a digital Automated Call Distribution (ACD) System capable of the following:

1. Distribution of calls to the next available reservation agent.
2. Ability to measure capture and allow for the reporting of data on telephone system performance, including, but not limited to: total calls received; total of abandoned calls; average time on hold; and maximum time on hold, all for each date and hour of day, and other measurable features normally associated with an ACD phone system.
3. A digital display that tracks the number of calls on hold and length of time on hold.

4. Recorded hold messages which can be changed easily, and music and/or other recorded information while on hold. Any recorded instructions or messages shall be in both English and Spanish.

The Contractor will also be required to provide a TDD unit and fax machine to facilitate communications with individuals with hearing impairments.

The Contractor will be responsible for all training for this equipment and securing a maintenance contract for this equipment. In the event of malfunction of telephone service or equipment affecting reservations and/or service delivery, Contractor shall make reasonable efforts to report this event to the MBTA, arrange for repairs without delay and make arrangements for interim telephone services.

Should the contract be terminated pursuant to the terms of the agreement or at its expiration, all land-line telephone numbers related to the operation and administration of THE RIDE, with the exception of the Contractor's Administrative number or other telephone numbers used for other contracts, will be made available to the MBTA at no cost.

Internet Access

Contractor is required to provide a high-speed Internet connection for e-mail; and for use, maintenance and repair of ADEPT.

9.5 PROVISION OF / REQUIREMENTS OF / DUTIES OF PROJECT/GENERAL MANAGER AND SENIOR MANAGERS

9.5.1 Key Senior Staff

Contractor shall provide "Key Senior Staff" to include the Project/General Manager, the Operations Manager, the Call Center (Reservations, Scheduling, Dispatch) Manager, the Customer Service Manager, the Safety and Training Manager, the Fleet/Maintenance Manager, the Information Technology Manager, the Finance Manager, the Human Resources/Personnel Manager, and the Mobilization Manager. The Contractor may not remove or substitute key senior staff for the project without prior approval from the MBTA.

9.5.2 Project/General Manager

The Project/General Manager must have a minimum of five years experience (three of which must be within past five calendar years) in ADA Paratransit operation, at least one of which must have been managing an operation serving at least 200,000 trips annually.

The Project/General Manager position is a key to the effective operations of the service. The project manager sets the tone for the behavior and attitude of the staff and requires a person who has proven leadership, customer-service and technical skills, while possessing a knowledgeable of the requirements necessary to operate ADA paratransit service that balances the needs and desires of the riders with the requirements of the contract and MBTA.

Key Responsibilities of the Project/General Manager

- Day to day operations of MBTA policies and procedures
- Oversight of call center functions, operations functions, and maintenance functions
- Oversight and implementation of human resources and labor relationship programs

- Oversight of safety and training programs
- Oversight of customer service and all administrative/support functions
- Liaison with the MBTA

Core Skills

- Management/leadership
- Customer service
- Communication
- Fundamental understanding of ADA paratransit services
- Positive attitude

Main Job Duties

- Communicate with and advise the MBTA, the AAC and other local agencies and officials concerned with the operation and viability of THE RIDE service and attend meetings as may be requested
- Manage all personnel-related functions including recruitment, selection, training, supervision, and discipline of all staff dedicated to the transit system. This responsibility includes the formulation and distribution of personnel and operating policies and procedures in appropriate employee handbooks and notices
- Manage all financial functions including the preparation of the annual budget and pro-forma operating statements; monitoring and approval of all transit expenditures; overseeing the fare collection and deposit systems to safeguard public funds; financial reporting; and administering the system's payroll, accounts payable and receivable functions
- Ensure the service's compliance with all appropriate laws and regulations including, but not limited to federal regulations (FTA, EEOC, ADA, EPA, etc) as well as state and local requirements
- Establish and oversee internal programs and procedures regarding safety, training, operations, IT, maintenance, public relations, and other areas to ensure high quality service and the safeguarding of the system's personnel and capital assets
- Manage all other aspects of the system and performs additional duties as needed to ensure high-quality transit service. The responsibilities of this position focus on directing the proper operations of THE RIDE service according to contractual responsibilities and other MBTA policies
- Liaison with THE RIDE staff

9.5.3 Operations Manager

The Operations Manager must have a minimum of three years experience within the past five calendar years as an Operations Manager of an ADA Paratransit operation serving at least 200,000 trips annually.

The Operations Manager will assist the Project/General Manager in the oversight of the daily tasks associated with implementing safe, timely, and courteous service. This

position is responsible for the supervision of transportation operations.

Duties of the Operations Manager will include the following:

- Ensure that THE RIDE services are provided in a safe, reliable and timely manner
- Schedule and assign drivers and back-ups to ensure that all runs are covered and service operates according to established schedules and manifests
- Provide oversight of vehicle dispatch and operations
- Review driver reports to ensure accuracy and resolution of any problems occurring during each day's operations
- Checks and approves all driver time sheets and coordinates with administrative/ financial clerk to ensure payroll accuracy
- Maintain operating data to document and support transit operations
- Initiate an incident report when policy, procedure, or service standard violations occur

9.5.4 Call Center Manager

The Call Center Manager must have a minimum of three years experience within the past five calendar years managing the reservations, scheduling, and dispatching functions of an ADA Paratransit operation serving at least 200,000 trips annually.

The Call Center Manager duties will include the following:

- Supervise the reservations, scheduling, and dispatch functions and staff
- Develop and maintain schedules that ensure proper staff coverage
- Respond to problems with reservation, scheduling or reconciliation activities
- Monitor staff performance and make recommendations for training and skill enhancement
- Analyze call center operations and provide recommendation for improvement.
- Record, review, and analyze telephone reports for performance
- Receive, review, investigate, and respond to customer comments to ensure their timely resolution
- Prepare monthly reports and analysis documents for the Project/General Manager
- Conduct staff meetings and conferences

9.5.5 Other Key Senior Staff

Other Key Senior Staff must have a minimum of three years experience within the past five calendar years in managing their respective areas of an ADA Paratransit operation.

Customer Service Manager

Duties will include:

- Manage all customer information activities, including complaint management
- Enhance the staff performance such that the highest quality of customer service to

the public is obtained

- Work with citizens, the MBTA, the ACC, and social service agencies and represent the Contractor at citizen meetings to discuss and resolve issues affecting the service

Maintenance Manager

The Maintenance Manager is responsible for the systems maintenance and repair activities to include vehicles, buildings, fuel systems, on-board equipment including MDCs and radios, and other physical assets. Responsibilities include, but are not limited to the follow areas:

- Schedule a variety of mechanical work including preventive maintenance repairs and troubleshooting. Ensure compliance with the system's Preventive Maintenance (PM) programs and safety inspection schedules. Develop periodic or seasonal maintenance campaigns as needed
- Maintain and secure appropriate levels of parts and fluids inventory
- Coordinate maintenance subcontracts including towing and outside repairs
- Keep accurate and comprehensive records pertaining to the maintenance function
- Analyze such records to improve services
- Supervise the vehicle cleaning program to ensure a clean and well maintained fleet at all times
- Responsible for security and maintenance of the operations facilities including vehicles, tools, equipment, buildings, fuel, parts, and all other system assets.
- Provide oversight of janitorial and landscaping activities
- Recruit, select, train, evaluate and supervise all shop personnel in coordination with the Human Resources Manager
- Manage the shop safety program in coordination with the Safety and Training Manager to ensure safe work methods are known and followed with the aim of preventing injuries or damage to property
- Coordinate with vehicle manufacturers, equipment suppliers, and other maintenance professional to increase knowledge and to run an effective fleet maintenance shop
- Attend or arrange seminars and training activities as needed

Safety and Training Manager

The Safety and Training Manager is responsible for instilling in each staff member guiding principles of safety and customer service. The Safety and Training Manger's responsibilities include the following:

- Develop and implement the location's annual Safety and Security Action Plan
- Manage and schedule training for all staff including operators and supervisors;
Schedule refresher training for all staff including operators and supervisors;
Schedule refresher training and additional course work as needed
- Gather, compile, and report safety, accident and worker's compensation statistics as required

- Investigate and report on all vehicle and workers' compensation accidents
- Supervise an employee safety team
- Conduct semi-annual location audits to ensure the location complies with company, MBTA, state, local and federal requirements
- Disseminate information on supplemental training courses
- Responsible for maintaining accurate training files for all personnel
- Conduct ride checks as directed
- Provide advice and guidance to operators
- Assist with daily pull-outs, including inspections, as needed

Finance Manager

The Finance Manager is to be responsible for operational records and all financial administration and reporting. Duties in this position will include the following:

- Assist the Project Manager with the preparation of the monthly forecast and revenue accrual
- Develops client invoices in coordination with Operations and Customer Service Managers
- Act as the backup to the Project Manager for the timely submission of financial reports and assist and/or prepare financial analysis as directed
- Directs the accomplishment of special projects involving the analysis of data, the collection of information from a variety of sources, and the identification of areas of concern and makes recommendations for cost savings and efficiency improvements
- Responds to accounts payable inquiries and works with the Maintenance Manager and Operations Manager concerning procurements
- Acts as the backup to the parts clerk for entering maintenance invoices
- Acts as the supervisor to handle all payroll inquiries and discrepancies
- Acts as the backup to the Administrative Clerk for the submission of the payroll

IT Manager

The Information Technology Manager will be responsible for implementing and maintaining a variety of technical hardware and software, and will be the liaison with StrataGen. For the IT Manager position, duties will include the following:

- Install, configure, and maintain hardware and software components of the site's Local Area Network (LAN)
- Build network and maintain external and internal web presence
- Performs system backup on its external and internal web network servers
- Support server system(s) and supporting software
- Supports, monitors, tests, and troubleshoots hardware and software problems

- Recommend and schedule repairs and provide end support for all LAN based application and work stations
- Assist staff in the implementation of software solutions specific to THE RIDE operations including development of hardware and software solutions for operating efficiencies and reporting

Human Resources Manager

The Human Resource Manager will be responsible for employee recruitment, screening, and retention is integral to the effective provision of customer service oriented transportation. Key duties of the Human Resources Manager include the following:

- Conducts human resource functions including employee recruitment, screening, and hiring; administration of benefits program; and staff evaluations
- Maintains employee files
- Reviews employee hours and assist in the development and maintenance of employee profiles and payroll data
- Ensure compliance with client, company, Massachusetts, and federal requirements for employment
- Serves as Equal Employment Opportunity (EEO) and Affirmative Action (AA) officer for the location
- Addresses concerns or complaints received from staff either in person or through the Employee Hotline, investigates complaints, and documents findings for review by regional and corporate compliance staff
- Acts as liaison with representative of an employee union

Mobilization Manager

The Mobilization Manager, particularly for non-incumbents, is to manage all aspects of mobilization, working in conjunction with corporate staff and the Project/General Manager, Human Resources, and Safety & Training Manager. The responsibilities of this position will include developing and managing the Mobilization Plan, and to ensure that

- The facility is readied for all functions
- A full complement of employees are hired and fully-trained for each functional position

9.6 PROVISION OF / REQUIREMENTS OF / DUTIES OF CALL CENTER (RESERVATIONISTS, SCHEDULERS, DISPATCHERS) STAFF

9.6.1 Provision/Hiring of Call Center Staff

Proposers will specify in their proposals a staffing plan for trip booking, scheduling, and dispatching functions. This will include a proposed staffing plan to ensure proper coverage and meet THE RIDE telephone response standards. To be in compliance with the ADA, there may be no operational patterns or practices which significantly limit the availability of ADA paratransit services, which has been interpreted elsewhere to include the inability of clients to contact the reservation function without undue busy signals and

long waits on hold. Staffing levels will be such that these service requirements can be achieved.

Contractor shall provide a sufficient number of qualified and trained personnel during reservations hours to answer and promptly respond to all telephone and TDD/TYY calls for eligibility confirmation, trip reservations, cancellations, confirmations, service inquiries and general information requests.

Contractor shall provide a sufficient number of qualified and trained staff to review, refine and adjust all run start and end times and trips scheduled to those runs prior to the service day, initiate call-backs of customers as needed to adjust scheduled services, monitor and adjust service resources to maximize system efficiency and performance, and analyze service performance.

9.6.2 Requirements for Call Center Staff

All applicants hired for the reservations function will have at least one year of experience in a call-taking/customer service environment.

All applicants hired to be a scheduler must have a minimum of one year experience scheduling paratransit service.

All applicants hired to be a lead dispatcher must have three years experience dispatching paratransit service. Applicants hired to be dispatcher assistants must have at least one year experience scheduling or dispatching paratransit service.

9.6.3 Duties of Call Center Staff

9.6.3.1 Reservationists Duties and Responsibilities

Proposers will specify in their proposals an organized procedure and staffing plan for the handling of trip reservation requests.

Contractor must provide customer access to reservationists between the hours of 8:00 am to 5:00 pm, seven days per week.

Contractor's reservations agents are responsible for booking trip requests from customers on ADEPT. Such requests can include subscription trips, advance trips, and same-day trips.

Subscription trips can be requested at any time. The Contractor will call the customer back to inform the customer the date on which the subscription trips will first be served.

Advance trip reservations may be placed from 1 to 14 days in advance of the desired service day.

Customers may request trips according to a desired pick-up time or drop-off (or appointment) time for "going" trips and a desired pick-up time for "return" trips. All return times must be booked with a pick-up time.

THE RIDE is a shared-ride service. Requests for exclusive trips will not be accommodated.

Reservation agents will not schedule the booked trip immediately after the trip

request is booked. This will be done (later) by the Contractors' schedulers via ADEPT's batch scheduling capabilities. The exception is with a same-day trip request (see below).

Contractor's reservation agents will transfer same-day request to dispatching staff, who will assign the trip to a dedicated vehicle on a space available basis – or deny the same-day trip request if space is not available. (The authorized and strategic use of non-dedicated vehicles is not meant to induce new same-day trip requests.)

Certain trips (with origins or destinations beyond the ¾ mile corridor and same-day trips) require a premium fare.

For advance and same-day trip requests, reservations agents shall check to see that there is a sufficient balance in the customer's fare account and will provide to the customer the fare account balance after the trip is booked. A reservationist will not book a trip for a customer with insufficient funds in his/her fare account without explicit permission from the Call Center Manager.

Customers who are delayed at a medical appointment and will miss their booked return time must call the Contractor (who is serving the return trip) and the Contractor will then serve the trip on a "will-call" basis.

Contractor's reservationist will also be responsible for fielding advance and late cancellations and tracking them as such in ADEPT, and for fielding "where's my ride" calls. The reservationists will transfer the latter calls to the dispatch staff.

Late cancellations (within one hour of the scheduled pick-up time) will be recorded as a no-show.

The Contractor will be responsible for arranging vehicle-to-vehicle transfers with other service providers as needed.

When booking a trip, Contractors will request the following information from the customer:

- Customer RIDE identification number
- The day and date of customer's trip
- The time the customer wishes to arrive at their destination, or the pickup time
- The exact address or landmark designation of customer origin
- The exact address or landmark designation of customer destination, including building name, room number, etc., if known
- The time customer wishes to be picked up for the return trip
- The exact address or landmark designation of the place from which customer is returning
- Whether customer will be accompanied (at a minimum, a PCA and an additional companion must be served if customer so requests)
- Whether customer will be accompanied by a Service Animal

- Whether customer has sufficient fare and/or funds in their account to pay for the desired trip(s).

Reservationists shall follow a thorough process for verifying the accuracy of trip information. This shall include repeating and verifying the origin and destination addresses, gathering specific additional address information as appropriate, repeating and verifying the date, day and time of trip requests, verifying mobility aids used, and verifying information about companions/attendants traveling with the eligible rider. In addition to repeating and verifying this information throughout the reservations/scheduling process, reservationists shall repeat key trip information back to riders in a final “confirmation” after trips have been booked, as well as the fare account balance. In addition, reservationists will inform riders during each call of the on-time window associated with their trips.

Reservationists shall also record and confirm telephone information with riders as they place trip requests. This will include confirmation of the home/origin phone number that appears in the system as well as a request for a phone number at the destination (should the rider need to be contacted on the day of service).

The Contractor shall create a script for reservationists to follow and shall periodically review and refine this script to ensure that it meets the MBTA’s needs. The script shall be developed and presented to the MBTA for review 45 days before the start of a contract resulting from this RFP. The MBTA will review and approve the script no later than 30 days before the commencement of service. The Contractor will then ensure that all reservationists are proficient with the script prior to commencement of operations.

9.6.3.2 Scheduler Duties and Responsibilities

Contractor’s schedulers will use ADEPT’s batch scheduling capabilities to schedule booked trips. On-time definitions, maximum travel times, etc. will be added to ADEPT as scheduling parameters.

It is the intent of the MBTA that there be no capacity denials. A capacity denial results from failure to offer a confirmed reservation with a pick up window that is no more than one (1) hour before or after the time requested by an ADA eligible passenger for a trip that is within THE RIDE’s established ADA paratransit policies, regardless of whether the offered reservation is accepted by the passenger or not and regardless of whether the passenger accepts an alternate trip time offered that is more than an hour before or after the requested time. Thus, the negotiated pick-up window (see above) must be *entirely* in the two-hour period; otherwise, the request must be recorded as a denial. It is also a capacity trip denial if the only offered pick up window would cause a passenger to be late for a time-certain appointment or would require a passenger to be picked up before a time-certain ready time (for example the end of a work day). However, at most, one of these limitations (a time certain appointment or a time-certain ready time) shall apply to any given trip request. The Contractor shall track all capacity trip denials by day and by hour.

Scheduling of transfer trips to Authority services, other Authority contractors,

or neighboring communities must be done in close coordination with the Authority and other Contractors.

Once the scheduling process has been completed for tomorrow's schedule, the Contractor will confirm scheduled pick-up times with customers who have booked a trip. This may be done by ADEPT's IVR system, and must be completed by 9:00 pm the night before the trip date.

The Contractor shall comply with the requirements of ADA and shall notify MBTA if capacity constraints result in persistent scheduling difficulties under the terms of this Contract. In such a circumstance, the Contractor will work with the Authority to effect a corrective action.

Towards the goal of maximizing the productivity of the service, Contractor will establish a systematic procedure for periodically reviewing and adjusting the run start and end times for the dedicated vehicle fleet.

Schedulers shall be responsible for review and maintenance of subscription trip requests, the scheduling of subscription trips requests and advance reservation trip requests into efficient vehicle runs that maximize productivity, and the assignment of trips that do not fit onto these run schedules (and/or that adversely affect the dedicated fleet productivity) to taxi (and/or other non-dedicated service) subcontractors, as available.

Proposers are also encouraged to suggest in their proposal other ways under their control, such as the use of split shifts or partial shifts to maximize the productivity of THE RIDE fleet.

9.6.4 Radio Dispatcher Duties and Responsibilities

The primary duties of the Contractor's radio dispatchers are (1) to communicate with drivers, assisting them to keep on time, and assisting them when they are unable to keep on schedule; (2) handle no-show requests from drivers; and (3) process requests for same-day service as transferred from the reservationists to the dispatcher staff.

Dispatchers are responsible for proactively identifying potential problems and resolving the prospective problems before they manifest themselves, in order to maximize on-time performance.

Drivers are responsible for calling in a "no-show" if after arriving within the pick-up window and waiting 5 minutes, the driver cannot locate the customer. The dispatcher – or a dispatcher assistant – must first make sure that the vehicle is in the correct location, and then must make an attempt to contact the customer. If the dispatcher is able to contact the customer, and the customer still wishes to make the trip and can immediately get on the vehicle, the dispatcher will direct the driver to wait for the customer. If the customer cannot be reached or cannot get on the vehicle immediately, the dispatcher may record the event as a no-show and give the driver permission to proceed.

9.7 PROVISION OF / REQUIREMENTS OF / DUTIES OF OFFICE AND OPERATIONS/SUPPORT STAFF

9.7.1 Provision of Administrative and Operations Support Staff

The Contractor shall provide office and support personnel suffice to support its operation of THE RIDE. This should include, but not be limited to miscellaneous administrative

personnel associated with such tasks as complaint handling and reporting as well as operational support personnel such as safety and training personnel, window dispatchers and road supervisors.

9.7.2 Complaint Handling

Contractor's reservationists (as well as all other call center staff) shall also respond appropriately and with full customer service and respect to all calls from riders who have comments about the service. However, all service complaints shall be handled centrally by the MBTA. Reservationists (and all other call center staff) shall refer riders who call with comments to the MBTA's central customer service staff and shall politely inform riders that comments need to be directed to the MBTA to ensure that they are fully addressed.

Complaints received by MBTA that pertain to the Contractor will be forwarded to the Contractor who is responsible for providing the MBTA with written responses to the complaints within 10 calendar days of the complaint being filed.

9.7.3 Fare Reconciliation

Each Contractor will perform a fare reconciliation a daily basis, and will submit a summary of the total number of fares collected during the month with the monthly invoice.

The Contractor shall cooperate with the Authority in the implementation of any change in fares, and the revenue collection system as so determined by the Authority.

9.7.4 Record-Keeping, Reporting, and Data Ownership

The Contractor shall be required to maintain all records necessary to document all charges made to the Authority for provision of Services. The Contractor shall submit to the Authority within (5) business days after the close of the previous month, a report hereinafter referred to as the "Statement of Operations and Cost", which details actual expenditures and operating statistics for the previous month. The report shall be in a format, which has been approved by the Authority.

The Contractor shall report to the Authority in accordance with Exhibit C.1 through Exhibit C.8 statistics on the operation of THE RIDE on a weekly and monthly basis, and as designated by the Authority.

Any and all additional statistics and documents necessary to comply with the Section 15 of the Federal Transit Act of 1964 as amended to include compilation of the National Transit Database Report, etc.

Statistics kept by Contractor and reported to the MBTA in format form indicated in Exhibit C.1 through Exhibit C.8 of the attached Draft Contract shall include:

I. Passenger Trips

- requested, completed, not completed
- by type of customer by disability code (i.e. "Registered Passengers")_PCA and companions
- total registered passenger trips – broken down by subscription/advance request; and same-day
- total non-registered passenger trips

- not available
- cancellations
- no-shows
- carried on MBTA vehicles – broken down by wheelchair accessible vehicles; and by sedans
- carried on Non-MBTA vehicles – broken down by wheelchair accessible vehicles; by sedans; and by taxis (or other non-dedicated vehicle)
- late pickups/drop-offs
- missed trips (arrived 16-30 minutes; arrived more than 30 minutes; no arrival)
- by town of residence
- by town of pickup/drop-off
- transfer trips by town of residence (broken down by vehicle-to-vehicle; direct transfers)
- transfer trips by destination town (broken down by vehicle-to-vehicle; direct transfers)
- transfer trips to accessible fixed route services
- trips that exceed excessive travel time parameters

II. Operational Data

Ancillary Measurements

- total trips completed
- total trips completed within 20 min. window
- total trips not completed within 20 min. window
- percent (%) of total trips not completed within 20 min. window
- total trips requested
- incidents of lift or ramp failure
- incidents of air conditioning / heater failure
- incidents of other types of vehicle failures
- total eligible trips
- total complaints
- percent (%) complaints to eligible trips (requests)
- complaint responses issued > 10 day limit
- occurrence of incident/accident reporting infractions

MBTA Vehicles

- total available vehicle hours

- total non revenue vehicle hours
- total revenue vehicle hours
- total vehicle miles (broken out by non-revenue and revenue miles)
- system speed (all vehicle mile divided by all vehicle hours)
- RIDE passengers per service miles
- RIDE passengers per revenue service hours
- all accidents/ incidents

Non-Authority owned Vehicles in THE RIDE service

- total available vehicle hours
- total non-revenue vehicle hours
- total revenue vehicle hours
- total vehicle miles (broken out by non-revenue and revenue miles)
- system speed (all vehicle miles divided by all vehicle hours)
- RIDE passengers per service miles
- RIDE passengers per revenue service hours
- all accidents/ incidents

III. Revenue Collection

- Total fares collected and due the Authority.
- Totals shall be summarized within monthly report. Monthly report shall also contain section on major problems and recommendations.

IV. DBE Expenditures

- Vendor name.
- Description of item.
- Expenditures by vendor and total.
- Percent (%) of total monthly invoice.
- Percent (%) of total annual expenses year to date.

V. Contractor Employee Matrix Listing

VI. Contractor Employee Monthly Drug & Alcohol Testing Summary

VII. Vehicle Fleet

Exhibit C.1 through C.8 of the Draft Contract lists current statistical information required of all THE RIDE Contractors. The Authority may require the Contractor to keep additional statistics.

Within five (5) business days after the close of the previous month, the Contractor will submit to the Authority for the Authority's approval a "Statement of Operations and

Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Exhibit B and B.1 of the attached Draft Contract.

The Contractor will provide all information and reports as required from time to time by the MBTA and will permit access to all books, records, accounts, other sources of information and facilities as may be requested by MBTA.

The listed reports and formats of the reports may be revised, reorganized, deleted or changed as directed by the MBTA. The Contractor shall make available any and all special reports that are required. These reports include, but are not limited to, accident reports, incident reports, emergency reports, reports of vehicles exceeding the maintenance downtime limit, and any or all reports deemed necessary by MBTA. Such a requirement shall not be considered a change of the Agreement.

No reports, information, data, documents or correspondence given to prepared or assembled by the Contractor under this Agreement shall be made available to any individual or entity without prior approval of the MBTA.

The Contractor shall maintain – and keep confidential -- personnel folders on all employees and maintain a matrix list of all personnel engaged in the provision of THE RIDE by job classification summarizing all criteria data; such as: name, address, date of hire, citizenship status, license #, training, relevant certifications, etc.

All data, records and work products produced by the Contractor pursuant to this Contract shall become the sole property of the MBTA. Work products include such items as documents, audio recordings, field notes, records, computations, calculations, work sheets, sketches, drawing, specifications, cost estimates, laboratory data, test results, correspondence, and all other products resulting from the work performed by the Contractor. Final invoice shall not be paid until all such work products are transferred to the MBTA.

9.7.5 Window Dispatching

Contractor shall provide at least one window dispatcher per shift. The responsibilities of this position focus on – but are not limited to -- ensuring that there is a sufficient number of vehicles to match runs at their respective pull-out times; that there are a sufficient number of drivers for each run at pull-out; driver assignment to runs and vehicles, and making re-assignments as needed; communicating with the radio dispatchers and the maintenance staff as needed; responding to driver questions about daily assignments; ensuring that pre-run and post-run inspections have been completed; and checking-in drivers after their daily assignments.

9.7.6 Road Supervision

Contractor shall provide a sufficient number of road supervisors to respond to emergencies and break-downs and to periodically observe the drivers in the performance of their duties. Contractors will provide vehicles outfitted for safety supervisors. Each vehicle should be clearly identified as a Safety Supervisor with the appropriate warning lighting and necessary supplies and equipment to respond to emergency situations as needed. See Exhibits in the Draft Contract for more detail.

9.8 PROVISION OF / REQUIREMENTS OF / DUTIES OF VEHICLE OPERATORS

9.8.1 Provision of Vehicle Operators

Proposers will specify in their proposals a staffing plan for supplying vehicle operators sufficient in number to provide all trips requests at the prescribed service standards. To be in compliance with the ADA, there may be no operational patterns or practices which significantly limit the availability of ADA paratransit services.

9.8.2 Vehicle Operator Requirements

Contractor shall assign responsible and courteous drivers for services in this system. All drivers shall be at least 21 years of age have a valid Massachusetts (or bordering state) Driver's License and are expected to obey all laws directed toward the safe operation of motor vehicles.

NOTE: To ensure the continuous compliance of having a valid Driver's license, the Contractor must enroll in and participate in the Registry of Motor Vehicle's Driver Verification System program.

The Contractor will also have on file for each successful driver candidate a statement from a licensed physician that the driver candidate is medically fit to drive. Driver candidates must pass a drug and alcohol screen test administered in compliance with FTA regulations. Driver candidates must be able to speak, read and write the English language sufficiently to communicate with customers, dispatchers, etc., and to record data and read schedules and maps.

In addition, the Contractor will perform a criminal background check on potential employees prior to hiring. The Contractor shall conduct these background and driver history checks at least once every six (6) months. When reviewing a CORI report that documents a criminal conviction(s), the Contractor shall make a determination concerning the status of the candidate for employment, promotion, or transfer according to the General Guidelines and Specific Guidelines outlined below.

9.8.2.1 General Guidelines

Consideration shall be given to:

- The nature and/or number of the offense(s);
- The amount of time that has lapsed since the most recent conviction, sentencing and/or completion of any period of probation, incarceration, and/or parole;
- The public safety, business and/or operating interests of the Contractor and, if applicable, the overall job performance, work history, disciplinary record of a candidate who is a current employee.

9.8.2.2 Specific Guidelines for Felony Convictions

A candidate who has a felony conviction shall not be considered for employment, promotion, or transfer into a safety sensitive position with the following exception:

- In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later), the candidate may be further considered.
- If, however, in the sole opinion of the Contractor, the nature of the crime, the candidate's overall criminal record and/or the candidate's fitness for

the position raise concerns for public safety and/or as to the potential for negative impact on business operations, the candidate will not be considered for employment, promotion or transfer. In the event the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment/ removal from work related to the Contract.

- Any determination regarding public safety concerns and/or the potentially negative impact on the Contractor's business interests shall be made by the Contractor.

9.8.2.3 Specific Guidelines for Misdemeanor Convictions

Misdemeanor convictions will be assessed on an individual basis including such factors as the number of convictions, type and dates of crime(s) committed, as well as the length of service. If an individual has been convicted of committing a misdemeanor, he/she may be deemed ineligible for employment in or promotion or transfer to a safety sensitive position if:

- the date of the conviction is within five (5) years of the date on which the individual signed a CORI request form; or
- the completion of any period of incarceration resulting from the conviction, (whichever is later), is within five (5) years immediately preceding the date on which the individual signed a CORI request form.
- If, however, in the sole opinion of the Contractor, the nature of the crime, the candidate's overall criminal record raises a concern for public safety and/or may have a potentially negative impact on the Contractor's business operations, the candidate will not be considered for employment, promotion or transfer. In the event the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment/ removal from work related to the Contract.

9.8.2.4 Pending Cases

In the event that a CORI inquiry results in the discovery of a pending/continued case(s), the Contractor will instruct the candidate to obtain a certified court docket(s) and docket number(s) indicating final disposition(s) and/or scheduled hearing dates of any and all pending cases. This information must be provided to the Contractor within 14 days of the request. In the event the candidate fails or is unable to provide the court certified final disposition for all matters within 14 days the candidate will not be considered for employment, promotion, or transfer. However, if the case is resolved, the applicant must submit sufficient documentation in order to be reconsidered for employment or promotion. The Contractor shall not be required to hold open any position for any applicant with a pending/continued case.

The decision not to employ, promote or transfer based on a Felony and/or Misdemeanor conviction(s) will be assessed on an individual basis including but not limited to such factors as the number of convictions, type and dates of crime(s) committed, public safety, business and/or operating interests of the Contractor and, if applicable, the overall job performance, work history, disciplinary record of a candidate who is a current employee.

9.8.2.5 Licensing

- Each employee who operates a vehicle under this contract must be licensed for the past five (5) years and must have and maintain a valid driver's license issued by the Commonwealth of Massachusetts (or a bordering state).
- Drivers must not have any moving violations, or suspensions for moving violations in the past year; no DUI, DWI or OWI; no refusal of a blood alcohol test; no leaving the scene of an accident; and no use of a commercial vehicle in the commission of a felony.
- Employees must report any charges of serious traffic violations. Failure to do so may result in immediate termination.
- Licensing requirements will be updated semi-annually.

9.8.2.6 Other Pre-Employment Requirements and Tests

- Each driver candidate must undergo a pre-employment physical examination performed at Contractor's expense. This must include a DOT physical verifying that they can lift and push fifty (50) pounds. This requirement will be updated prior to expiration of current certification period.
- Each employee in a safety sensitive position must successfully pass a drug and alcohol testing and be entered in the Random Pool.
- Each employee must be able to communicate in English in an effective manner, both orally and written.

9.8.3 Vehicle Operator Duties and Responsibilities

9.8.3.1 Pre-Trip Inspection

Drivers shall inspect their vehicles prior to pull-out. Any equipment malfunctions shall be reported to dispatch. Equipment malfunctions include, but are not limited to, the following inoperable wheelchair lifts, inoperable MDC/AVL units, inoperable heating or cooling equipment, cracked mirrors or windshields. The Contractor will provide drivers with a checklist for the drivers to use in the daily, pre-trip inspection. The checklist shall be provided to dispatch prior to pull-out. Determination to "pull" a vehicle off the road is the responsibility of the Contractor's window dispatch staff.

9.8.3.2 Pick-Up and Drop-Off Points

Contractor will provide door-to-door service to the maximum extent possible without "losing control and oversight" of vehicles or other customers. This is defined as assistance to or from the exterior-most door of a residence or designated address. This does not mean interior doors within an apartment complex, large medical facility, or other large facility. Drivers should not go beyond the threshold of the exterior-most door and MBTA will not accept responsibility for services rendered beyond this point. Accordingly,

Contractor's vehicle operators shall exit the vehicle and shall provide assistance for boarding or de-boarding of customers. All service (with the exception of transfers to other ADA paratransit systems) is to be provided from the threshold of the main building entrance of the customer's point of origin to the threshold of the main building entrance of the passenger's destination. The drivers shall exit the vehicle to assist a customer at each pick-up and drop-off location over a maximum of one curb and/or one step if the customer is in a wheelchair (several steps if passenger is ambulatory).

See also **Level of Assistance** below.

9.8.3.3 Customer Identification

Upon arriving to pick up the customer(s), the driver is required to check the customer's I.D. card (issued by the MBTA) to ensure that the customer number matches the I.D. number on the manifest.

9.8.3.4 Wheelchair Securement and Use of Seatbelts

For safety purposes, drivers must ensure that all customers and mobility aids are secured inside the vehicle. Each passenger seat must be equipped with a seat belt and each wheelchair securement position must be equipped with a securement device meeting ADA standards, a seat belt and a shoulder harness. All mobility aids located in the wheelchair securement area must be secured using the system provided. All customers must wear the provided seat belt. If a customer refuses to comply with the seat belt policy, the driver will notify dispatch and will not move the vehicle until the situation has been appropriately resolved.

9.8.3.5 Child Seats

All infants and small children must ride in a federally approved child passenger restraint until they are at least 5 years old and weigh more than 40 pounds. Children weighing more than 40 pounds but less than 8 years old or less than 4'9" tall must ride in a booster seat. If the parents or guardians specify the need for a car or booster seat when they request the trip, the Contractor will provide one, or the parent or guardian may provide their own if they prefer. This rule applies for children traveling as companions as well as those who are registered customers.

9.8.3.6 Service Animals

Drivers shall not allow animals (pets) on board vehicles, with the exception of Service Animals.

9.8.3.7 MDC/AVL Unit Activation and Processing of Trip Information.

Drivers shall activate and log-on to their MDC/AVL Unit upon pull-out. Drivers are required to process customer and trip information, including time and mileage of all vehicle pull-outs and pull-ins and all customer pickups and drop-offs, using the MDC.

9.8.3.8 Service Delivery/Completion of Scheduled Trips

Drivers shall be required to fulfill the daily vehicle manifest, carrying out each pick-up, drop-off and other stop in the sequence given. Unauthorized

deviation from the schedule sequence or falsification of information (written or oral) by the driver is sufficient grounds to remove the driver from service. Unauthorized deviation from the schedule includes, but is not limited to, running errands and/or side trips for the customer that have not been scheduled.

9.8.3.9 Wait Time and Customer No-Shows, Cancels at Door, and Missed Trips

Once a vehicle arrives on time at a designated pick-up location, the driver must wait five (5) minutes for the customer to arrive. If the vehicle arrives earlier than the scheduled pick-up time, the 5-minute wait time period shall begin until the scheduled pick-up time.

If the customer is not present for boarding when the driver has arrived at the door, the driver will verbally announce his arrival, knock on the door and/or ring the doorbell, and make subsequent announcements. In the event the driver cannot locate a customer upon arrival and within this 5- minute wait-time period, the driver will immediately contact dispatch for assistance. Dispatch will attempt by telephone to locate the customer and will provide further instructions to the driver. The driver will not leave the pick-up location until authorized to do so by the dispatcher. Prior to leaving the pick-up location, the driver will use the MDC/AVL device to document the vehicle location and time.

If the vehicle arrives on time, and the customer cancels at door, driver shall notify the dispatcher and trip shall be recorded as a no-show. If the vehicle arrives late and the customer cannot be found or cancels at door, the driver shall notify the dispatcher and the trips shall be recorded as a missed trip.

Drivers will notify dispatch in instances when they arrive at a pick-up or drop-off location more than 15 minutes ahead of or behind schedule.

9.8.4 Driver Dress Code, Identification Badge and Time Piece

All drivers, including trainees, must wear a uniform consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the Contractor. Jackets and caps, as dictated by climate, must comply with uniform standards. NOTE: The Authority reserves the right of approval on all proposed uniforms. No high heels, tennis shoes or open sandals are allowed. Tee shirts, tank tops, and jeans are prohibited. No driver shall wear or display any insignia, patch or emblem other than those supplied by the Contractor and approved by the MBTA. The Contractor shall ensure that its drivers adhere to the dress code and take appropriate corrective action if the driver(s) fail to comply with the dress code.

Each driver shall wear an identification badge -- supplied by The Contractor -- to be worn on the shirt, blouse or jacket in a manner visible to customers. The badge will state the Contractor's name and the driver's name and the word "THE RIDE."

Each driver must carry an accurate timepiece. Each driver shall verify the time with dispatch at least once each day, preferably prior to leaving the garage or during shift change.

9.8.5 Driver Responsibilities for Safety

9.8.5.1 Responsible Driving Habits. Drivers shall adhere to speed limits and

parking restrictions. Complaints of reckless driving, excessive speeds, and/or illegal parking shall be reported to the Authority. The Contractor will provide a written response to the complaints. The response will detail the findings and corrective action(s) taken to preclude future occurrences. If a pattern persists, then corrective action such as suspension of the driver or removal of the driver from the program shall be considered.

- 9.8.5.2** Customer Egress. Drivers shall use interior lighting of the vehicle at night to provide for a safe customer egress from the vehicle. Drivers shall not drop off customers into the path of traffic.
- 9.8.5.3** **Safe Drop-Off.** Drivers shall not leave a customer at any location that would compromise the safety of the customer or others.
- 9.8.5.4** **Climate Control.** Drivers shall operate heating and air conditioning systems so as to provide for the comfort of customers. At a minimum, air conditioning units should be operational by April 15th and heating units operational by October 15th. The driver is not authorized to open windows for ventilation in lieu of air conditioning unless the vehicle's air conditioning systems have failed. Drivers shall immediately report all such failures at the bend of the shift, or immediately to dispatch if it is safety related.
- 9.8.5.5** **Lift Operation.** Drivers shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other device. Drivers shall provide assistance to customers using adaptive devices in entering and exiting the lift platform and the vehicle. Drivers shall also provide assistance to ambulatory customers who request to use the lift to enter and exit the vehicle. Drivers are required to help in the transfer if the transfer can be made without lifting or carrying the customer.
- 9.8.5.6** **Seat Belts and Securement Devices.** Drivers shall ensure that all occupants of THE RIDE vehicle properly use securement devices, including seatbelts. Drivers are required to properly secure (lock-down or tie-down) wheelchairs, in addition to the proposer use of seatbelts. Drivers will help secure infant seats, strollers, and any other equipment brought onboard by customers that many need to be secured during transportation.
- 9.8.5.7** **Driver Infractions.** Drivers shall not smoke in the vehicle at any time or operate any type of audio device (e.g., handheld game device, I-Pod or MP3 player, radio or any television set) while transporting customers to their destinations. Use of cell phones while the vehicles are in operation in any part of the service area is strictly prohibited unless for an emergency, and in the District of Columbia, any such use must be with a hands-free device.
- 9.8.5.8** **Customer Infractions.** Drivers shall observe and require customers to observe rules of carriage to include: no smoking, no drinking of alcoholic beverages, no standing while the vehicle is in motion, no person will be put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving, no persons other than the driver will be allowed to operate the vehicle or the vehicle's two-way radio, lift or ramp device, and no person will be allowed to operate an audio device (e.g., handheld game device, I-Pod or MP3 player, radio or any television set) that can be heard by other customers. The driver shall, at the earliest safest moment, report any incidents to dispatch.

9.8.6 Level of Driver Assistance and Driver Etiquette

9.8.6.1 Personal Care Assistance

If the customer requires assistance beyond the exterior-most door, it is the customer's responsibility to have either a Personal Care Attendant (PCA) or companion travel with him/her or arrange to have someone other than the driver assist him/her at the origin/destination.

The MBTA will not assume custodial responsibility for customers. Drivers are not required to provide personal care services to any customer who cannot travel unattended. In the event that a customer needs but does not have a PCA with him/her, the driver shall immediately notify dispatch for instruction.

9.8.6.2 Door-to-Door Service, Buildings and Steps

Drivers are to provide customers appropriate assistance in boarding and disembarking vehicles, including using the wheelchair lifts and ramps. Drivers should also assist with mobility aid securement and with passenger restraint systems as appropriate.

Unless refused by the customer, drivers shall escort customers between the vehicle and the first exterior door closest to the public right of way at the customer's origin and destination, unless that door is more than 150 feet from the vehicle or prohibits line of sight from the vehicle. Drivers are required to assist the customers along the entire path of travel between vehicle and door at both pick-up and drop-off locations. Such assistance may include allowing the customer to hold the driver's arm and maneuvering the customer's wheelchair, always with the consent or specific request of the customer. Drivers are prohibited from entering buildings and from providing assistance to persons attempting to navigate more than one step.

9.8.6.3 Exceptions to Door-to-Door Service

Drivers are not required to assist customers more than 150 feet from the vehicle or to provide assistance that would require the driver to lose sight of the vehicle. Drivers are required to stay within sight of the vehicle at all times. If distance from the vehicle or problems with line of sight prohibit door-to-door assistance, or if there is no safe parking space or no safe, accessible path to the door, or the parking environment required unsafe maneuvers, the location will be deemed "non-serviceable" and driver will be authorized to offer service at an alternative serviceable location or provide curb-to-curb service instead.

9.8.6.4 Disputes over Non-Serviceable Locations

When drivers encounter non-serviceable locations, they are required to inform the customer of the problem and either offer service at an alternative location that is serviceable or inform the customer that curb-to-curb service is the only alternative. If the customer refuses to de-board the vehicle at the disputed location, the driver will be required to contact dispatch for further instructions.

9.8.6.5 Assistance with Packages

Drivers are required to assist customers with packages. The driver will assist with a manageable number of shopping bags to the door of the destination. Assistance with up to three pieces of luggage per person, not to exceed 40

pounds each, will be provided to the customer and PCA. Drivers must not attempt to carry packages while escorting customers to and from the door. While on board the vehicle, packages must be stored in a location that does not interfere with safety features, clear path of travel within the vehicle, or securement of other passengers.

9.8.6.6 Confidentially of Customer Information

Drivers shall keep confidential any information that the drivers may have about the medical or other condition of the customer except as needed to perform the work related to his/her position. The drivers can report medical information to authorized medical assistance personnel at the scene of an accident or medical emergency.

9.8.6.7 Tips and Gifts

Drivers are prohibited from soliciting, encouraging, or accepting payment of a tip, gratuity, additional payment or any gifts or service from any customer at any time. Engaging in such conduct is grounds for immediate removal from service.

9.8.6.8 Driver Courtesy

Drivers shall at all times be courteous to customers. In the event of an abusive customer, drivers shall at all times comport themselves as they have been trained to do in the sensitivity training provided.

9.8.7 Emergency Procedures and Documentation

9.8.7.1 General Requirements

The Contractor shall work in conjunction with the MBTA to ensure the safety of THE RIDE customers. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. At a minimum, the Contractor shall inform MBTA, by telephone or radio, of any and all incidents and/or accidents as they occur. Written reports shall be submitted within one (1) hour by email, followed by a final (including a completed RMV report) report within 24 hours of the occurrence of any incident and/or accident. The MBTA reserves the right to modify these procedures.

9.8.7.2 Medical Emergencies

In the event of a medical emergency, the driver shall immediately pull the vehicle out of traffic and notify dispatch of the emergency. The driver shall provide any assistance reasonably required and as required by approved training. The driver shall stay with the customer until emergency assistance arrives.

9.8.7.3 Illegal or Unsafe Acts

In the event that any customer engages in any illegal act or in a manner that is unsafe to the customer to any other customer and/or strikes or otherwise abuses the driver or any other customer, the driver shall, at the earliest safe moment, report the incident to dispatch for instruction.

9.8.7.4 Inclement Weather/ State of Emergency.

MBTA's Severe Weather Policy contains provisions for limiting or suspending THE RIDE service if hazardous conditions prevail. In the event of snow, rain or other weather, or the declaration of a State of Emergency for any reason; which may significantly impact the safe operation of vehicles at normal operating speeds, the Contractor shall advise the MBTA as to the condition of local roads within the Service Area. The Contractor is responsible for contacting the MBTA by phone. In the event that weather conditions or natural disasters make fulfillment of the terms and conditions of this Contract impossible, MBTA may declare emergency status and may temporarily relax the service standards by telephone authorization to the Contractor. In the event of suspension of services, the MBTA shall endeavor to contact customers by public service announcements on local radio station. Contractor shall assume responsibility to contact any customers who may be at intermediate destinations (awaiting transport home) and shall provide transport for the return trip or make all reasonable attempts to ensure the safety and security of the customer, if travel is deemed to be unsafe. Service standards may be relaxed in the event of snow, rain or other weather which significantly impact the safe operation of vehicles at normal operating speeds.

9.9 PROVISION OF / REQUIREMENTS OF / DUTIES OF MAINTENANCE STAFF

9.9.1 Provision of Maintenance Staff

Proposers will specify in their proposals a staffing plan for all fleet/vehicle maintenance and cleaning functions described below. This will include a proposed staffing plan to ensure proper coverage of maintenance functions. Contractor shall maintain a fleet/vehicle maintenance staff sufficient in size to ensure that all related duties are performed in a timely fashion and that the required minimum number of vehicles are in service.

9.9.2 Minimum Requirements for Mechanics

Lead mechanic applicants hired will have a minimum of five years experience maintaining the types of vehicles used in THE RIDE service. ASE certification is preferred. Supporting mechanics will have a minimum of one year experience.

9.9.3 General Duties

Contractor shall maintain all revenue vehicles in accordance with the requirements of the RFP. The Contractor shall maintain all wheelchair lifts, ramps, securement systems, radios or other communication such as MDCs and AVL equipment in accordance with the recommendations of the respective manufacturer. Vehicles without properly functioning wheelchair lifts or ramps, when the vehicle is equipped with same, shall immediately be removed from service until repaired. Contractor shall be required to provide MBTA with an updated copy of their vehicle and equipment preventative maintenance program. Contractor shall be required to maintain all service vehicles in good overall operating condition. Contractor shall perform both regular and preventive maintenance on vehicles and shall maintain adequate records to enable MBTA to verify that a preventive maintenance (PM) schedule is being adhered to by the Contractor. All vehicles must be maintained according to standards set below. The Contractor shall ensure that drivers complete a pre-operational "circle check" for each shift on each day

they are used and that drivers record and submit their findings to maintenance staff. The Contractor shall be required to clean vehicles in accordance with the requirements of the RFP, and which are outlined below.

9.9.4 Preventative Maintenance (PM) Schedule

Contractors must follow the PM Schedule as noted below. During a PM inspection, the technician shall document all defects found and will have all defects listed on a repair order and corrected prior to returning the vehicle to service.

9.9.4.1 PM shall be performed on each vehicle in accordance to the vehicle manufacture's severe duty maintenance schedule. In addition to these PM standards, full compliance with all manufacturer recommendations is required.

9.9.4.2 Each day, odometer readings from the driver's daily pre-trip inspection form shall be entered into the Contractor's Fleet Maintenance MIS. No vehicle with a past due PM will be allowed to operate until the PM is completed.

9.9.5 Other Maintenance Requirements

9.9.5.1 Body Damage. The Contractor shall be required to maintain vehicles free of broken mirrors, broken or cracked windows, grime, rust, chipped paint or dents and body damage. Vehicles with major body damage must be removed from service until the damage is completely repaired. Minor body damage will be repaired within 30 days of the accident. Major body damage is defined as any damage which caused the most exterior part of the vehicle to be pierced, any damage which prohibits the safe operation of the vehicle or any dent greater than 1" in length.

9.9.5.2 Inside Compartment. The Contractor shall maintain all passenger compartments free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges. Broken or damaged seats shall be considered a safety hazard.

9.9.5.3 Heating and Air-Conditioning. Heating and air-conditioning (A/C) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions.

9.9.5.4 Clean Air Standards. Annual emission/opacity inspections should be performed to meet all applicable clean air standards. Contractors are required to obtain all associated permits and licenses and make sure all required charges and fees are paid.

9.9.5.5 Wheelchair Lift Maintenance. An essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. As part of the regular daily vehicle inspection and PM process, Contractor is required to cycle the lift and perform a preventive inspection on it. Repairs and servicing of wheelchair lifts shall be recorded on the PM forms and retained for future reference. This includes, but not limited to, the replacement of worn components, gear cleaning and adjustments in alignment as necessary. Where a lift fails in service, that vehicle is immediately pulled from service.

9.9.5.6 Parts Inventory. An initial inventory of parts shall be ordered at the start of the contract. Inventory levels shall be adjusted based on a usage analysis.

Contractors must meet a minimum inventory level of 2 weeks usage for all parts. MBTA recommends that the parts room be made secure and that parts issued are properly tracked on work orders, the parts room is kept locked when not attended by maintenance personnel or clerk.

9.9.6 Cleaning of Vehicles

9.9.6.1 Daily Cleaning. The Contractor shall be required to clean inside of windows, dust seats, seatbelts, passenger restraints devices, handrails and attendant fittings, dash, window sills, dashboard, driver area and arm rests, sweep all floor areas, remove trash and thorough clean all accidental bodily fluids or other soiled upholstery or floor stains from vehicle interiors immediately after occurrence, remove insects and graffiti as needed and ensure vehicle is free from odor.

9.9.6.2 Bi-weekly Cleaning. The Contractor shall be required to wash all revenue vehicles at least bi-weekly, or any time dirt or grime is visible by a person standing 10 feet away from the vehicle during normal daylight hours. Windshield and mirror surfaces shall be kept free of dirt, film or precipitation that may impair vision: remove grease, grime, handprints, etc. from interior window surfaces; clean and mop bus floor.

9.9.6.3 Monthly Cleaning. The Contractor shall be required to “detail-clean” the vehicle to include: clean ceiling, sidewalls, seats, windows and dash, clean interior light lenses, treat interior vinyl surfaces with protectant; clean gum and other foreign material, clean radio, MDC, clean and treat with preservative all rubber or vinyl exterior components.

9.9.6.4 Seasonal / Periodic Cleaning. The Contractor shall be required to inspect all service vehicles for insects and vermin. All vehicles shall be treated as necessary to be kept free of insects and vermin. The Contractor shall use fragrance free cleaning agents that are not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles. The Contractor shall immediately remove all graffiti from service vehicle exteriors and interiors the same day it occurs or replace the vehicle until such time as the graffiti is removed.

9.10 TRAINING REQUIREMENTS

9.10.1 General Training and Testing Requirements

The Contractor shall obtain the Authority's approval prior to designing and implementing a standardized training curriculum for call center and administrative staff.

The Contractor will ensure that customer participation is incorporated in the appropriate components of its training curriculum.

Contractors shall test (via written as well as oral components) all candidates to ensure that they have retained knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. (Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.) Written documentation of the successful completion of all of the above said training and testing as well as any re-training.

9.10.2 Training for Call Center Staff and Administrative Staff

Training for call center and administrative staff should include training on THE RIDE policies and procedures, phone decorum, customer sensitivity, ADA requirements, ADEPT, and (for dispatchers) vehicle communication equipment.

Contractor will ensure that all reservation agents, schedulers and dispatchers are proficient with all ADFEPT functions pertinent to their respective responsibilities. Contractor will arrange with StrataGen for this training and be responsible for its cost.

9.10.3 Training for Vehicle Operators

The Contractor will ensure that all drivers involved in providing services receive adequate training to perform their duties. Said training shall include, but not be limited to:

- a 4 hour road observation
- sensitivity training; including a model on Multiple Chemical Sensitivity (MCS)
- certified emergency training (i.e. Red Cross, Green Cross, etc.), including mouth to mouth resuscitation, using proper safety equipment provided, First Aid and personal safety, and Cardiopulmonary Resuscitation (CPR)
- safety and defensive driving training
- emergency procedures including vehicle evacuation
- customer assistance procedures
- THE RIDE policies and procedures; h) Service Area familiarization, including major roadways and landmarks.

Contractors shall test (via written as well as oral components) all driver candidates to ensure that they have retained a knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. (Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.) This training shall be provided to drivers prior to their being assigned to operate a THE RIDE vehicle or transport a THE RIDE customer. Written documentation of the successful completion of said training and testing including documentation indicating that all certifications of said training are valid and current, to include documentation of successful completion of re-training and for recertification, shall be maintained as a permanent record for each employee. (NOTE: Re-training shall occur every 2 years or sooner as may be required by the certifying entity.)

The Contractor shall obtain the Authority's approval prior to designing and implementing a standardized driver training curriculum and the development of a certification process. For drivers, the Authority has approved the University of Wisconsin, Milwaukee's "Passenger Assistance Training to Proficiency" and the National Safety Council certification program for defensive driving. Comparable programs may not be substituted without the prior approval of the Authority.

Once certified, all drivers will be required to display on their person a picture ID indicative of their certification as THE RIDE driver. All drivers including trainees must wear a uniform, consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the Contractor. Jackets and caps as dictated by climate must comply with uniform standards. NOTE: The Authority reserves right of approval on all proposed uniforms.

The Contractor will ensure that customer participation is incorporated in the appropriate components of its training curriculum for both drivers and administrative personnel.

9.11 SAFETY PROGRAM

In order to ensure safety of customers, employees, emergency responders and the general public, the Contractor shall establish a Contractor Safety Compliance Plan (CSCP) that delineates compliance with applicable provisions of MBTA's System Safety Program Plan (SSPP). The CSCP shall be submitted to the MBTA Chief Safety Officer (CSO) within 90 days of the Notice to Proceed (NTP). The MBTA Chief Safety Officer shall review the plan, and either approve the plan or, within thirty (30) days, direct Contractor to revise the plan. The Contractor shall revise the plan accordingly within thirty (30) days of receipt of such revisions from the MBTA.

Failure of the Contractor to meet specified deadlines for submitting and revising required safety and security documents, or not implementing and adhering to same, will be subject to penalties delineated in Section 7.14.

The CSCP shall at a minimum contain the following information:

- **Purpose, Scope, Goals and Objectives** – Provides a brief description of the CSCP in relation to MBTA's SSPP, subject to the approval of the MBTA Chief Safety Officer (CSO).
- **Management Structure** – Provide a description of the management structure, roles and responsibilities of all applicable departments, and management commitment to safety. Contractor shall establish a point of contact, e.g., a Safety Manager, or similar position, for direct communication, interface and coordination with the MBTA CSO.
- **Plan Review and Modifications** – The Contractor shall update the CSCP to ensure compliance with MBTA's annual revision within 30 days of receiving MBTA's System Safety Program Plan, Safety Risk Management elements and other system safety programs, plans, initiatives, rules, policies and directives; and with all other regulatory requirements, and deliver it to the MBTA CSO for approval by October 1st of each Agreement Year. Contractor shall also identify changes that require modification of the CSCP on an ongoing basis and incorporate them in the CSCP and submit these changes to the MBTA CSO for approval, within forty-five (45) calendar days of the date of the change.
- **SSCP Implementation** – In implementing the CSCP, Contractor shall establish appropriate policies and procedures, lines of authority, levels of responsibility and accountability, and methods of documentation. This documentation is subject to review and approval by the MBTA CSO.
- **Safety Risk Management** - Contractor shall develop a Safety Risk Management Process that will identify, track, assess and resolve hazards to achieve the highest practical level of safety, in order to protect passengers, employees, operations and property. The Contractor shall immediately notify MBTA of unacceptable hazardous conditions or concerns and will include MBTA Safety in the investigation, analysis, review, mitigation, prioritization and resolution processes.
- **Safety Data Acquisition** - Contractor shall carry out and track regular internal audits, assessments, inspections, tests, and reviews to ensure compliance with all aspects of MBTA's SSPP, Safety Risk Management, MBTA Safety Policies, plans, initiatives, rules, and directives; and with all applicable regulatory requirements. The results of these audits, inspections, tests, and reviews will also be used as input for the annual revision of the CSCP. Audit results shall be made available to MBTA Safety on demand.

- **Accident/Incident Notification, Investigation, and Reporting** - Contractor shall develop a joint safety incident notification, tracking, investigation, reporting, and review plan. This plan shall include reporting of near misses, close calls, incidents, and accidents with MBTA property. Details shall be included addressing reporting to the MBTA CSO as well as agencies or authorities in accordance with State and Federal regulations. Notifications shall be in accordance with MBTA Threshold Reporting requirements.
- **Emergency Management Planning & Coordination** - CSCP shall include processes and procedures for responding to emergency medical conditions experienced by customers or personnel, as well as plans for responding to other incidents that threaten the safety or security of customers or personnel. The Emergency Management Plan shall comply with MBTA's Emergency Preparedness Program. Reporting protocols must coincide with MBTA incident notification procedures.
- **Internal Safety Review Process** – CSCP shall establish processes for internal safety reviews and shall include procedures to incorporate the QA/QC Section of the Operating Agreement to ensure safety audits include review of other parameters of performance including operations and maintenance.

In addition, contractor shall submit audits conducted by federal or state regulatory agency, and shall implement recommended corrective actions as directed by MBTA. Corrective actions shall also be audited for implementation by MBTA. The audit scope shall include safety, security, emergency management, quality assurance and quality control, reliability and sustainability, inspections, assessments and reviews.

- **Rules Compliance/Procedures Review** - CSCP shall develop and implement a Rules Compliance Program (progressive disciplinary action system) and shall review procedures to ensure compliance with established rules. The purpose of the Rules Compliance Program is to:
 - Reduce accidents caused by human error;
 - Improve and enhance the vigilance of employees to comply with established rules and procedures;
 - Determine the degree of compliance with established rules to improve compliance;
 - Focus attention on rules and areas where there is a need to improve employees' knowledge, training and skill level; and
 - Incorporate lessons learned into existing training programs.
 - To establish a "baseline" of documentation that tracks an individual employee's compliance with operating rules, absent of an accident investigation
 - Allows Management, training staff and supervisory personnel to assess trends and incorporate this information into established training programs
 - Allows an individual employee the opportunity for additional training/instruction if an issue with compliance is identified before an accident/incident occurs
- **Maintenance Audits/Inspections** - CSCP shall include a Vehicle Maintenance Program that includes preventative maintenance programs linked to vehicle mileage, time based, and inspections.

The following activities associated with maintaining existing vehicles include:

- Maintenance managers review the existing maintenance plans for effectiveness.
- Instructors periodically review conformance with maintenance manuals, regulations, and procedures through periodic inspection programs. Maintenance plans are revised based on fleet experience, manufacturer recommendations and improved maintenance standards and practices.
- Procedures to help ensure maintenance activities are carried out in an effective and efficient manner, and the manner in which they are performed is consistent throughout the system. Procedures shall identify the specific activity to be performed; the required tools, supplies, and parts; prerequisite tasks (if any); and the normal time required to perform the task.
- **Training Certification Review/Audits** - Instruction in safe methods of operation and safety procedures is included in rulebooks, manuals, handbooks, and other documentation developed for the training and certification of operations and maintenance personnel. Training systems shall be developed, for both operations and maintenance personnel, to include in-house classroom training, field training, on-the-job training and testing. A training tracking system shall be developed to ensure that all personnel are provided initial and any required follow-up training.
- **Employee and Contractor Safety Program** – Contractor employees operating Authority property (e.g., Mass Ride vehicles) are under OSHA’s jurisdiction; therefore, compliance is mandatory by regulation. In addition, the contractor is responsible for all subcontractors, suppliers or other persons working under his/her direction to comply with all safety requirements. CSCP shall include information specific to Contractor management of subcontractors to ensure continued compliance with MBTA’s SSPP and all applicable OSHA standards.
- **Hazardous Materials Program** – CSCP shall establish requirements for handling and storage of hazardous materials on MBTA property. It is the responsibility of the Contractor to ensure that all required procedures are followed with regard to the proper handling of hazardous materials. It is also the responsibility of the Contractor to ensure that Material Safety Data Sheets (MSDS) and Emergency Response plans are readily available. The Contractor shall conduct regular inspections to ensure compliance with required Standard Operating Procedures (SOP’s) and report all non-compliant findings. The Contractor shall ensure that “Right to Know” training is provided to all appropriate personnel. The Contractor shall conduct inspections and spot audits of hazardous material as part of their internal safety audit process. Contractor shall document all observed deficiencies, identify the appropriate corrective actions, and track them to closure.
- **Drug and Alcohol Program** – The CSCP shall implement a mandated Drug and Alcohol Testing Program. Compliance with the program is verified by:
 - Administration of the policy including revisions to the document as required, policy communication to employees and periodic review of all safety sensitive positions designated for testing.
 - Ensuring that supervisors and managers, as well as all employees, receive the required Drug and Alcohol Training. Establishing and maintaining a current database for monitoring these training requirements to ensure that new employees or employees that are promoted, even temporarily, receive the required training.

- Managing the specimen collection process and overseeing the contract for laboratory testing. Ensuring that the provider meets all requirements, certification and standards as established by the Federal Department of Health and Human Services for Drug and Alcohol Testing.
- Providing test result data and medical history information to the Safety Department on a “need to know” basis as part of an official accident/incident investigation.

MBTA may request modifications to the Contractor’s CSCP due to internal audit report results, on-site reviews and investigations, changing trends in accident/incident or security data, external audits, tests, reviews, or other reasons that may come to the attention of MBTA. Upon receipt of a written request for CSCP modifications from MBTA, the Contractor shall submit a revised CSCP within forty-five (45) calendar days to MBTA for approval.

In addition, MBTA retains the prerogative to conduct oversight of any part of the Contractor’s services to ensure full compliance with all regulatory requirements MBTA’s System Safety Program Plan, Safety Risk Management and other system safety programs, plans, initiatives, rules, policies and directives, as well as to ensure the safe conduct of Contract services.

Contractor will provide continuous, unfettered access to MBTA property for MBTA officials and MBTA contractors and designees, with or without a Contractor escort, for the purpose of audits, inspections, investigations, tests, assessments, or other similar activity. In the event an escort is required, all costs will be borne by the Contractor.

Contractor’s Safety representative shall attend quarterly meetings with MBTA Safety to discuss safety-related incidents, hazards, non-compliances, defects, violations, complaints, corrective action, trending, and other concerns, and Contractor’s compliance with the CSCP. Contractor Senior Executives shall meet with the MBTA CSO on an annual basis.

The Contractor shall provide monthly reporting, with trending from the beginning of the contract onward. The monthly report shall be distributed by email, with the quarterly report presented formally at the quarterly meeting. The report shall include safety performance, all pending safety issues, as well as, prior incidents and /mitigation/resolution measures taken at least one week in advance of each quarterly meeting for MBTA review and use during each meeting.

9.12 STAFF/DRIVER RETENTION

Proposers are required to detail its plan for retaining employees.

9.13 DRUG AND ALCOHOL TESTING

The Contractor and any appropriate Sub-Contractors must fully establish and implement, during the entire term of this contract, an Anti-Drug and Alcohol Misuse Prevention Program in accordance with the following Department of Transportation, Federal Transit Administration Regulations;

- 49 CFR Part 40 - "Procedures for Transportation Workplace Testing Programs"
- 49 CFR Part 653 - "Prevention of Prohibited Drug Use in Transit Operations"
- 49 CFR Part 654 - "Prevention of Alcohol Misuse in Transit Operations"

A minimum of fourteen (14) calendar days prior to the commencement of the contract, the Contractor shall submit to the MBTA their proposed Anti-Drug and Alcohol Misuse Prevention Programs. This document shall provide the names, address and telephone number of Contractors DHHS-certified

testing laboratory, collections sites utilizing CFR Part 40 collection procedures, Medical Review Officer, Substance Abuse Professional as well as the Contractors personnel responsible for administering this program. The program shall also include the following elements;

1. Policy statement reflecting the requirements listed in CFR Part 653 and 654.
2. Supervisory and employee training.
3. Personnel titles and functions subject to testing.
4. Consequences of positive breath and/or urine test.

The Contractor is required to submit drug and alcohol testing data reports in the "MIS" style defined in 49 CFR Parts 653 and 654 to the MBTA by the 1st of February for the preceding calendar year.

A signed "Certification of Compliance" will be required once the Contractors program proposal has been reviewed and approved by the MBTA. It is the Contractors responsibility to notify the MBTA of any changes in personnel or drug/alcohol program as outlined in the approved program proposal.

Contractors must make provisions to comply with Federal Drug and Alcohol testing regulations during all hours of operations including late evening, weekends, and holidays.

9.14 WORKPLACE ENVIRONMENT

The Contractor and its employees shall comply with the Drug and Alcohol Free Workplace requirements. The Contractor's employees who violate either of these policies are to be removed from this Contract and are not to be employed on another MBTA contract. The Contractor also agrees to include the following requirements in each subcontract entered into as part of this Agreement.

9.14.1 Drug and Alcohol Free Workplace Requirement

The Contractor, Contractor's employees, vendors, visitors, and volunteers are to be free of the effect of drugs, alcohol, controlled substances or other prohibitive substances when they are on MBTA property or performing MBTA business. In addition, all referenced parties are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances or other prohibited substances when they are on MBTA property or performing MBTA business. It is the responsibility of the Contractor to advise its employees of this requirement and to ensure that its employees meet this "fitness for duty" standard. Violators of this policy will not be allowed to remain on MBTA property or to continue conducting business for or with the MBTA. The Contractor will submit to the Authority within thirty, (30) days of a Drug and Alcohol violation, a written report documenting the actions taken with regard to any of its employees who violate this policy. The Contractor will accept all liability arising from violation of this policy by his/her employees.

9.14.2 Labor Harmony

The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Authority. The Contractor acknowledges and agrees that all persons employed by it to manage or work on the Authority's premises shall be held accountable for their behavior under the Authority's Equal Employment Opportunity and Prevention of Harassment Policies and, further, that the Contractor at the request of the Authority will remove from its work on the contract herein, any employee who should violate these policies as aforesaid. The Contractor further covenants and agrees that, in the exercise of the rights and privileges granted, its

employees or representatives will not deface or damage the property of the authority. The Contractor shall assume liability for actions on the part of its employees.

9.15 EMERGENCY PROCEDURES AND DOCUMENTATION

The Contractor shall work in conjunction with the Authority to ensure the safety of THE RIDE customers. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. At a minimum, the Contractor shall implement the Emergency Procedures contained in Exhibit I. The Contractor shall inform the Authority, by telephone or radio, of any and all incidents and/or accidents as soon as possible. Written reports shall be submitted within one (1) hour by email, followed by a final (including a completed RMV report) report within 24 hours of the occurrence of any incident and/or accident. The Authority reserves the right to modify these procedures. See the Exhibit H in the Draft Contract for more detail.

9.16 MEETINGS

It is expected Senior Managers and/or Ownership will attend all appropriate meetings, such as those of the ACCESS ADVISORY COMMITTEE TO THE MBTA (AACT), or any business related meetings as directed by the Authority. This typically involves one to five meetings per month.

9.17 PUBLICITY, PUBLIC COMMUNICATION AND COMMUNITY OUTREACH

The Contractor shall not engage in any publicity regarding THE RIDE without prior written approval of the Authority, and shall not communicate with the print, television, radio or electronic media without the prior, express written approval of the MBTA. All inquiries from the press, local, state and federal agencies, or by public interest or private for profit or non-profit interest groups directed to the Contractor shall be redirected to the MBTA. Failure to comply shall result in removal from the project of the individual(s) failing to follow this procedure.

The Contractor agrees to participate with the Authority in all efforts related to publicizing the services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc., and may occur during normal business hours, on weekdays after normal business hours, or on weekends.

The Contractor is prohibited from conducting eligibility outreach or marketing of THE RIDE service except as specifically authorized by the MBTA.

9.18 INDEMNIFICATION AND INSURANCE

9.18.1 The Contractor shall indemnify, defend and save harmless the Massachusetts Bay Transportation Authority and all of its officers, agents and employees from and against any and all suits, claims, losses, damages, charges and expenses, whether direct or indirect, and from liability of every name and nature, to which they or any of them may be put or subjected by reason of any damage, loss or injury to persons or property arising out of, caused by or resulting from the performance of services hereunder on the part of the Contractor and its employees, Subcontractors or agents or their use and maintenance of the Authority's or their own mass transportation facilities and equipment or their failure to comply with the terms and conditions of this Contract.

9.18.2 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.

- A.
 - 1) Worker's Compensation Insurance: The Contractor and Subcontractor(s) shall take out and maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the Commonwealth of Massachusetts as necessary.
 - 2) General Liability Insurance including Contractual Liability Insurance with a limit of not less than \$2 million combined single limit.
 - 3) Automobile Liability Insurance for bodily injury and property damage with a combined single limit of not less than \$2 million for the use of all vehicles; owned, leased, hired, and non-owned for all work performed under this contract. Coverage requirement includes comprehensive coverage, fire, theft, glass, and physical damage/collision coverage on all MBTA owned/leased vehicles.
 - 4) Property Insurance: The Contractor will be responsible for maintaining a property policy for any MBTA owned/leased equipment or property associated with this contract. Insurance coverage shall be for replacement cost including theft. The MBTA shall be named loss payee as their interest may appear.
 - 5) Umbrella Liability Insurance with limits not less than \$10 million per occurrence and annual aggregate, covering all work and services performed under the Contract. Such insurance shall be written on an occurrence basis.

- B. The insurance herein before specified in paragraph 2 above shall be with an acceptable insurance company authorized to do business in the Commonwealth of Massachusetts and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of this Contract is satisfactorily completed. MBTA shall be given a minimum of thirty (30) days notice in the event of change or cancellation of any of the insurance required under this paragraph.

MBTA shall be listed as an "additional insured" on the General Liability, Automobile, and Umbrella policies and as its interests appear on the Property Policy per the terms of the contract. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of any and all subrogation rights against the MBTA. All such insurance required above shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA.

At the request of the MBTA, the Contractor shall have its insurance company mail a complete copy of the policy within thirty (30) days of such request.

9.19 SERVICE TRANSITION

Contractor will be responsible for all preparation, expenses and activities associated with ensuring the successful initiation of service.

10.0 Technical Proposal Organization

Proposers are required to organize their Technical Proposal, as outlined below. The Technical Proposal must fully describe all items requested and must be a maximum of 150 numbered pages single sided, or a maximum of 75 numbered pages double sided, exclusive of the appendix. Ancillary materials (e.g. training manuals, resumes, standards of operation for maintenance, etc.) are to be provided as addenda in the appendix.

COVER/TRANSMITTAL LETTER (note which service area the proposal is for: North, West, or South)

BUSINESS CERTIFICATE

NOTARIZED SIGNATURE ATTESTATION

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3.1 Recent Comparable Contracts

Note: Proposer should list up to the five most recently awarded ADA paratransit contracts of similar size (ridership) and design (turnkey operation) where the Proposer has been operating for at least one year. This should not be a selected list, but the five most recently awarded contracts with one year of operation.

3.2 References

Note: Proposer must provide references and contact information for each of the contracts listed in 3.1.

3.3 Contract Information

Note: For each similar contract listed in 3.1, Proposer must provide the information below (Table 10.1). Note that incumbents only need to provide this information for the current operation.

Table 10.1 Contract Experience

	Contract 1	Contract 2	Contract 3	Contract 4	Contract 5
Annual number of ADA paratransit trips served by the Proposer					
Telephone performance standard in contract					
Actual telephone performance for most recent year of operation					
On-time performance standard(s) in contract					
Actual on-time performance for most recent year of operation					
Standard in contract regarding volume of complaints					
Actual complaint volume for most recent year of operation (e.g., number of complaints per 1,000 trips).					

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- 4.12 Affidavits for Project Manager and Key Senior Staff
 - 4.12.1 Agreement that Project Manager and Key Senior Staff will not be replaced without MBTA approval
 - 4.12.2 Affidavits of required levels/types of experience
- 4.13 Resumes of Project Manager and Key Senior and Corporate Staff

Note: Resumes should indicate not just years of experience, but where they served in a similar capacity. Each resume should also include public agency references for the most recent two places they served.

Chapter 5 TECHNICAL APPROACH

- 5.1 Staffing and Organization
 - 5.1.1 Organizational/Staffing Chart

Note: Indicate names of senior staff. Indicate number of full-time and part-time employees for each position. Also indicate subcontractors as appropriate.
 - 5.1.2 Senior Staff Responsibilities/Duties
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- 5.3 Vehicles
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 - 5.3.2 Number of vehicles by type to be provided each year
 - 5.3.3 Installation of MDCs and AVL
 - 5.3.4 Acceptance by MBTA
- 5.4 Call Center Management Operational Plan and Procedures
 - 5.4.1 Reservations Staffing Plan, Responsibilities, Duties, and Procedures (Including Reservations Consistency and Script)

- 5.4.2 Phone System (Specifications, Capacity, Tracking and Reporting and Oversight Capabilities)
- 5.4.3 Scheduling Staffing Plan, Responsibilities, Duties, and Procedures (including best practices to ensure protection of negotiated times and service quality as well as productivity and service efficiency; and standard to be used for the maximum number of trips/runs to be handled per scheduler)
- 5.4.3 Scheduled Pick-Up Time Confirmation (Call Backs)
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- 5.4.5 Customer Service / Complaint Handling Staffing Plan, Responsibilities, Duties and Procedures
- 5.4.6 Call Center Quality / Customer Satisfaction Assurance Plan
- 5.4.7 Accommodation of customer needs, including disability and limited English proficiency.
- 5.5 Service Delivery, Window Dispatching and Road Supervision Operational Plan and Procedures
 - 5.5.1 Run Structures, Dedicated Fleet Plan, Use of Non-Dedicated Providers

Note: Include explanation of why historic productivity was or was not used to derive revenue vehicle hours, and what numeric factors were used to derive driver pay hours from revenue vehicle hours
 - 5.5.2 Driver Staffing Plan, Responsibilities, Duties, and Procedures (including the ratio of total driver pay hours to vehicle-revenue-hours used to calculate the number of drivers needed)
 - 5.5.3 Window Dispatcher Staffing Plan, Responsibilities, Duties, and Procedures
 - 5.5.4 Road Supervision Staffing Plan, Responsibilities, Duties, and Procedures (including the standard to be used for the maximum number of drivers per road supervisor)
 - 5.5.5 Service Delivery Quality / Customer Satisfaction Assurance Plan
- 5.6 Vehicle Maintenance and Fueling Plan and Procedures
 - 5.6.1 Vehicle Maintenance Staffing Plan, Responsibilities, Duties and Procedures
 - 5.6.2 Description of Maintenance Services and Facilities
 - 5.6.4 Vehicle/Facility Maintenance MIS Recordkeeping and Reporting
 - 5.6.3 Preventive Maintenance Program
 - 5.6.5 Materials Management, Parts Inventory and Warranty Programs
 - 5.6.7 Daily Inspections

- 5.6.8 Vehicle and Facility Cleanliness
- 5.6.9 Emergency Road Call Responses
- 5.6.10 Fueling Plan and Management
- 5.6.11 Maintenance Quality Control Plan
- 5.7 Office/Administrative Operational Plan and Procedures
 - 5.7.1 Office/Administrative Staffing Plan, Responsibilities, Duties and Procedures (including lost and found procedures)
 - 5.7.2 Trip Reconciliation, Record Keeping, and Reporting
 - 5.7.3 Financial MIS and Invoicing
 - 5.7.4 Human Resources Plan and Procedures
- 5.8 On-Going Training Plan
 - 5.8.1 Call Center Staff
 - 5.8.2 Drivers and Road Supervisors
 - 5.8.3 Vehicle Maintenance Staff
 - 5.8.4 Office/Administrative/Support Staff (include curricula showing training modules and hours per module for each type of staff above) (for drivers include total classroom and on-the-road hours)
 - 5.8.5 Safety Training
 - 5.8.6 Emergency Preparedness Training
- 5.9 Safety and Security Plan and Procedures
 - 5.9.1 Contractor's Facility – Safety, Security and Environmental Compliance
 - 5.9.2 Service Delivery
- 5.10 Information Technology Plan
 - 5.10.1 Computer Hardware Specifications and Inventory (number and type of equipment to be supplied)
 - 5.10.2 Types of MDCs and AVL to be provided
 - 5.10.3 Specifications for IVR system to be provided
- 5.11 Mobilization Plan
 - 5.11.1 Mobilization Plan and Schedule
 - 5.11.2 Operational Plan Elements
 - 5.11.3 Acquisition and Readying of Facility
 - 5.11.4 Facility Equipment and Supplies
 - 5.11.5 Telephone System Installation
 - 5.11.6 Acquisition/Installation of Hardware/Software
 - 5.11.7 Fleet Plan

- 5.11.7.1 Acceptance of MBTA Vehicles
- 5.11.7.2 Description, Number and Acquisition of Contractor Vehicles
- 5.11.8 Acquisition/Installation of In-Vehicle and Communications Equipment
- 5.11.9 Hiring of Employees
 - 5.11.9.1 Recruitment Plan
 - 5.11.9.2 Involvement of Union / Acknowledgement of Union Wages
 - 5.11.9.3 Selection Criteria
- 5.11.10 Mobilization Period Training and Safety Training
 - 5.11.10.1 Call Center (Reservations, Scheduling, Dispatching, Customer Service) Staff
 - 5.11.10.2 Drivers
 - 5.11.10.3 Road Supervisors
 - 5.11.10.4 Vehicle Maintenance
 - 5.11.10.5 Office/Administrative/Support Staff

Appendix : Required Forms

11.0 Cost Proposal Forms – By Service Area

TO: MBTA MATERIALS DEPARTMENT

The undersigned proposes to furnish to the Authority all labor, services, materials, equipment, and vehicles for Paratransit Services, in strict accordance with the SPECIFICATIONS and our Proposal, commencing on July 1, 2014 (with earlier Mobilization activity beginning January 1, 2014, as needed) and ending on June 30, 2021. Operations from July 1, 2014 through June 30, 2019 shall be under the base contract. The MBTA shall then have the option to extend operations for two option years from July 1, 2019 through June 30, 2021.

I. MOBILIZATION COSTS

List all costs that will be incurred from January 1, 2014 through June 30, 2014 related to mobilization and ramp-up for Year 1 operations starting July 1, 2014. For current Contractors, this should not include costs associated with the current operation, but only additional costs during the mobilization period unique to the new contract. Mobilization costs should only include short-term, non-capital costs. Longer term costs and capital costs incurred in the mobilization period, such as purchasing vehicles, MDTs/AVLs, computers, furnishings, maintenance shop equipment, etc. should be included in the regular cost forms and amortized appropriately. Separate mobilization costs should be provided for administrative expenses, call center mobilization (reservations, scheduling and dispatch), and vehicle operations mobilization. Mobilization costs will be reimbursed in total as part of the first month's fixed cost payment.

Fuel costs will be paid based on a separate calculation. The Authority shall reimburse the Contractor for the actual price paid per gallon up to the average price per day in the Boston Metro Area, as listed via the AAA website. The Contractor will be responsible for providing actual receipts for all gasoline purchases for services rendered hereunder, specifying whether receipts were for fuel purchases for Authority owned or Contractor owned vehicles, (note: credit card reports are acceptable if purchase detail is provided, i.e. vehicle id, date, time, mileage, driver), adjusting the amount of reimbursement sought each month to ensure nothing exceeds the AAA recorded average per day, and providing a summary report each month by day and by vehicle.

The Proposer must complete all parts of the **Mobilization Cost Form**, including the **Personnel Salaries/Wages and Fringe Detail Page**, and provide details supporting all costs using the **Sample Cost Detail** form or a similar format. Proposer shall indicate that it has met with the driver union and is aware of current and projected driver wage rates.

NORTH WEST SOUTH

Service Area Mobilization Cost Form, Page 1

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	TOTAL
Administrative Costs							
1. Personnel Wages							
2. Fringe Benefits							
3. Rent							
4. Utilities							
5. Admin. Phone/Internet							
6. Travel							
7. Supplies							
8. General Liability Insurance							
9. Advertising/Recruitment							
10. Financing Costs							
11. Other (describe:)							
12. Other (describe:)							
13. <i>Sub-Total Administrative Costs</i>							
Call Center Mobilization							
14. Personnel Wages							
15. Fringe Benefits							
16. Call Center Telephone Service							
17. Two-Way Communications							
18. Other (describe:)							
19. Other (describe:)							
20. <i>Sub-Total Call Center Mobilization</i>							
Vehicle Operations Mobilization							
21. Personnel Wages							
22. Fringe Benefits							
23. Vehicle Insurance							
24. Vehicle Maintenance/Supplies							
25. Other (describe:)							
26. Other (describe:)							
27. <i>Sub-Total Veh. Operations Mobilization</i>							
28. Sub-Total (Admin, Call Ctr, Veh Ops)							
29. Total All Mobilization Costs							
Estimated Fuel Use By Month	_____gal	_____gal	_____gal	_____gal	_____gal	_____gal	_____gal

Service Area Mobilization Cost Form, Page 2, Instructions

- (1) Wages for all administrative staff involved in the mobilization. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page.
- (2) Fringe benefits for all administrative staff involved in the mobilization. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (3) Rent for all facilities for the period of time used prior to the July 1, 2014 start-up. Include only the monthly rent. Any additional fees that apply to the longer-term lease should be included in the regular cost forms. If owned facilities are used, include and justify a reasonable per month use fee and identify when use of the space starts.
- (4) Utilities for all facilities for the period of time prior to the July 1, 2014 start-up.
- (5) Monthly telephone and internet service fees for phones used by administrative staff during the mobilization period. Do not include monthly telephone costs for the call center mobilization, which should be included in line 16. Also do not include system purchase or set-up/installation costs or system hardware costs, which should be included in the fixed costs for operations after July 1, 2014.
- (6) Airfare, accommodations, local transportation, and other travel costs for staff coming from out of the area to assist with the mobilization.
- (7) Administrative office supplies used just during the mobilization period. Office supplies stockpiled for operations after July 1, 2014 should be included in the fixed costs for operations after the start-up.
- (8) General liability insurance for just the months of the mobilization. Do not include mobilization costs for vehicle insurance, which should go on line 23. Also, do not include insurance costs for the period past the start-up on July 1, 2014.
- (9) Advertising and recruitment costs for hiring all personnel for the startup.
- (10) Financing costs (borrowing costs) for the mobilization period prior to July 1, 2014. Do not include longer-term borrowing costs after the July 1, 2014 start-up.
- (11) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (12) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (13) Sub-total of all administrative costs for the mobilization
- (14) Call center personnel wages for the period prior to the July 1, 2014 start-up, including training wages for reservationists, schedulers, radio dispatchers, and reconcilers. Identify on the Personnel Salary/Wages and Fringe Detail page how many (FTEs) of each type of staff will be obtained each month, and the number of hours of training for each type of staff each month.
- (15) Fringe benefits for call center personnel for just the mobilization period. Identify fringe as a percent of salary or hourly wages for each staff type in the Personnel Salary/Wages and Fringe Detail Page.
- (16) Call center telephone monthly service charges for just the mobilization period prior to July 1, 2014. Do not include system purchase or set-up/installation costs or system hardware costs, which should be included in the fixed costs for operations after July 1, 2014.
- (17) Two-way communications. Include only monthly two-way communications service costs for the mobilization period. Communications equipment purchase and installation costs should be included in fixed costs for operation after July 1, 2014.
- (18) Other costs not included above. Explain and justify these costs in the Cost Detail Page.
- (19) Other costs not included above. Explain and justify these costs in the Cost Detail Page.
- (20) Sub-total of call center mobilization costs.
- (21) Training wages for vehicle operations personnel, including drivers, window dispatchers, road supervisors, mechanics, and vehicle cleaners. Identify on the Personnel Salary/Wages and Fringe Detail page how many (FTEs) of each type of staff will be obtained each month, and the number of hours of training for each type of staff each month.

- (22) Fringe benefits for vehicle operations personnel for just the mobilization period. Identify fringe as a percent of salary or hourly wages for each staff type in the Personnel Salary/Wages and Fringe Detail Page.
- (23) Include only vehicle and insurance costs for the six month mobilization period. General liability insurance should be listed on line 8.
- (24) Maintenance and vehicle supplies that will be used just in the mobilization period. Supplies stockpiled for operations after July 1, 2014 should be included in the variable costs for operations after start-up.
- (25) Other vehicle operations mobilization costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (26) Other vehicle operations mobilization costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (27) Sub-total of vehicle operations mobilization costs.
- (28) Sub-total of all mobilization costs (lines 13 + 20 + 27)
- (29) Total

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Service Area Mobilization Cost Form, Page 3, Personnel Salaries/Wages and Fringe Detail Page

Position	Hourly Rate	Fringe %	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6		Total
			FTE	Hrs	FTE	Hrs.	FTE	Hrs.	FTE	Hrs.	FTE	Hrs.	FTE	Hrs.	Hrs.
Administrative															
Gen Manager															
Operations Mgr.															
Call Center Mgr,															
Customer Service Mgr.															
Maintenance Mgr.															
Safety and Training Mgr.															
Finance Mgr.															
IT Mgr.															
HR Mgr.															
Mobilization Mgr.															
Administrative															
Janitorial															
Call Center															
Reservationists															
Schedulers															
Radio Dispatchers															
Reconcilers															
Operations															
Mechanics – A															
Mechanics – B															
Vehicle Cleaners															
Window Dispatchers															
Road Supervisors															
FT Drivers – Sedans															
FT Drivers – Vans															
PT Drivers – Sedans															
PT Drivers – Vans															

NORTH WEST SOUTH

Service Area Mobilization Cost Form, Page 4, Sample Cost Detail Page (Use this or a similar form and attach additional detail as needed)

Line Item #	Cost Detail (attach and reference additional pages as needed)
Administrative Cost Detail	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
Call Center Mobilization Cost Details	
14	
15	
16	
17	
18	
19	
Vehicle Operations Mobilization Cost Detail	
21	
22	
23	
24	
25	

II. FIXED AND VARIABLE COSTS

List all costs that will be incurred operating the service in accordance with the requirements detailed in this RFP for the five year base contract period from July 1, 2014 through June 30, 2019, as well as for the two option years (July 1, 2019 through June 30, 2020, and July 1, 2020 through June 30, 2021). Complete the **Fixed and Variable Costs Form** following the instructions provided.

Also provide information about personnel salaries, wages and fringe benefits on the **Personnel Salaries/Wages and Fringe Detail Page**.

The **Vehicle Detail Page** shows the number of sedans and vans that will be provided by the MBTA each year as well as the number of sedans and vans to be provided by the contractor. This information should be used to develop costs associated providing the required number of each type of vehicle per year. Note that the contractor shall also be responsible for equipping all vehicles with MDCs and AVL. A place to identify these costs is provided in the cost forms.

The Proposer must also provide detail supporting each line item in the **Fixed and Variable Costs Form**. This must include the significant cost assumptions used to estimate prices including, without limitation: number and classification of personnel, estimated number of labor hours, hourly rates for personnel, material and supplies expenses, overhead and management fee rates* (not to exceed 8% of costs, excluding all mobilization and capital expenses), and any and all capital expenses. A **Sample Cost Detail** form is provided. This or a similar cost detail format should be used.

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Service Area Fixed and Variable Cost Form, Page 1

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
FIXED COSTS						Option Period	
Administrative							
1. Admin. Personnel Salaries/Wages							
2. Admin. Personnel Fringe Benefits							
3. Management Support							
4. General Liability Insurance							
5. General Supplies							
6. Mail/Courier							
7. Copier Lease							
8. Travel/Workshops/Training							
9. Non-Vehicle Financing Costs							
10. Other (describe:)							
11. Other (describe:)							
12. Fixed Management Fee (not to exceed 8% of Administrative Costs)							
Facility (non Call Center)							
13. Rent							
14. Utilities							
15. Janitorial Services/Supplies							
16. Facility Insurance							
17. Other (describe:)							
18. Other (describe:)							
Equipment (non Call Center)							
19. Phone/Fax System/Hardware(Admin & Veh Ops)							
20. Computer Hardware (Admin & Veh Ops)							
21. Computer Hardware Maintenance							
22. Furnishings (Admin & Veh Ops)							
23. Large Maintenance Equipment (> \$1,000)							
24. Other (describe:)							
25. Sub-Total Non-Call Center Fixed Costs							
Call Center (additional and separable)							
26. Rent							
27. Utilities							
28. Janitorial Services/Supplies							
29. Facility Insurance							
30. Phone/Fax System/Hardware (Call Center)							
31. IVR System							
32. Two-Way Comm. Equipment and Installation							

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Service Area Fixed and Variable Cost Form, Page 2

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
						Option Period	
33. Computer Hardware (Call Center)							
34. Computer Maintenance							
35. Furnishings (Call Center)							
36. Copier Lease							
37. Other (describe:)							
38. Other (describe:)							
39. Sub-Total Call Center Fixed Costs							
40. Total Fixed Costs (Incl. Call Ctr Functions)							
41. Total Fixed Costs (Centralized Call Center)							
VARIABLE COSTS							
Call Center							
42. Call Center Personnel Wages							
43. Fringe Benefits							
44. Recruitment/Training/Drug testing							
45. Monthly Telephone Service							
46. Monthly Two-Way Communications Fees							
47. Supplies							
48. Other (describe:)							
49. Other (describe:)							
50. Fixed Management Fee (not to exceed 8% of Call Ctr. Var. Cost)							
51. Sub-Total Call Center Variable Costs							
Vehicle Maintenance							
52. Maintenance Personnel Wages							
53. Fringe Benefits							
54. Recruitment/Training							
55. Maintenance Supplies/Tires							
56. Other (describe:)							
57. Fixed Management Fee (not to exceed 8% of Veh. Maint. Cost)							
58. Sub-Total Veh. Maintenance Variable Costs							
Road Supervision and Non-Revenue Vehicles							
59. Road Supervision Personnel Wages							
60. Fringe Benefits							
61. Recruitment/Training							
62. Non-Revenue Vehicle Lease/Purchase							
63. Non-Revenue Vehicle Insurance							
64. Non-Revenue Vehicle Fuel & Maintenance							

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Service Area Fixed and Variable Cost Form, Page 3

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
	Option Period						
65. Towing							
66. Other (describe: _____)							
67. Fixed Management Fee (not to exceed 8% of Road Sup.& NR Veh)							
68. <i>Sub-Total Road Superv. and Non-Rev. Vehicles</i>							
Vehicle Operations – Sedans							
69. Veh. Operation Personnel Wages							
70. Veh. Operation Personnel Fringe							
71. Recruitment and Training							
72. Vehicle Insurance							
73. Other (describe: _____)							
74. Other (describe: _____)							
75. Fixed Management Fee (not to exceed 8% of Sedan Ops. Costs)							
76. <i>Sub-Total Veh. Operations – Sedans</i>							
Vehicle Operations – Vans							
77. Veh. Operation Personnel Wages							
78. Veh. Operation Personnel Fringe							
79. Recruitment and Training							
80. Vehicle Insurance							
81. Other (describe: _____)							
82. Other (describe: _____)							
83. Fixed Management Fee (not to exceed 8% of Van Ops. Costs)							
84. <i>Sub-Total Veh. Operations – Vans</i>							
Vehicle Costs – Contractor Provided Sedans							
85. Amortized Purchase or Annual Lease Costs							
86. Amortized MDC/AVL Costs							
87. <i>Sub-Total Contractor Sedan Cost</i>							
Vehicle Costs – Contractor Provided Vans							
88. Amortized Purchase or Annual Lease Costs							
89. Amortized MDC/AVL Costs							
90. <i>Sub-Total Contractor Van Cost</i>							

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Service Area Fixed and Variable Cost Form, Page 4, Fixed and Variable Cost Reimbursement Calculations

Revenue-Vehicle Fuel

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
Estimated Fuel Use By Year – Sedans	_____gal	_____gal	_____gal	_____gal	_____gal	_____gal	_____gal
Estimated Fuel Use By Year – Vans	_____gal	_____gal	_____gal	_____gal	_____gal	_____gal	_____gal

Monthly Fixed Cost Reimbursement

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
						Option Period	
91. Including Call Center Functions(Row 40/12)							
92. With Centralized Call Center (Row 41/12)							

Per Trip Reimbursement Rates for Turnkey Operation (including call center functions)

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
						Option Period	
93. Estimated Registered Trips per Year (see Ch 8 for estimates)							
94. Total Variable Cost (Rows 51+58+68+76+84+87+90)							
95. Per Trip Rate (Row 94/Row 93)							

Per Vehicle Revenue-Hours Reimbursement Rates for Service Provision Only (Centralized Call and Control Center)

	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
						Option Period	
96. Est. MBTA Sedan Revenue-Hours per Year							
97. Est. MBTA Van Revenue-Hours per Year							
98. Est. Contractor Sedan Revenue-Hours per Year							
99. Est. Contractor Van Revenue-Hours per Year							
100. Est. Total Sedan Revenue-Hours per Year							
101. Est. Total Van Revenue-Hours per Year							
102. Cost per Veh-Rev-Hr to Operate MBTA Sedans (Rows 51+58+68/Rows 100+101)+(Row 76/Row 100)							
103. Cost per Veh-Rev-Hr to Operate Contractor Provided Sedans (Row 102 + (Row 87/Row 98))							

104. Blended Rate to Operate Sedans ((Row 102 x Row 96)+(Row 103 x Row 98))/Row 100							
105. Cost per Veh-Rev-Hr to Operate MBTA Vans (Rows 51+58+68/Rows 100+101)+(Row 84/Row 101)							
106. Cost per Veh-Rev-Hr to Operate Contractor Provided Vans (Row 105 + (Row 90/Row 99))							
107. Blended Rate to Operate Vans ((Row 105 x Row 97)+(Row 106 x Row 99))/Row 101							

Service Area Fixed and Variable Cost Form, Page 5, Instructions

- (1) Administrative personnel salaries and wages. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. If applicable, should include the General Manager, Operations manager, Call Center manager, Maintenance Manager, Risk Management and Training Manager, the Information Technology (IT) Manager, and similar or other clerical and administrative staff. If janitorial staff is hired rather than these services being purchased, this staff cost can also be included.
- (2) Fringe benefits for all administrative staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (3) Management support provided by off-site management personnel, such as corporate specialists.
- (4) General liability insurance. Do not include facility insurance, which should go on lines 16 and 29. Also, do not include vehicle insurance costs, which should go on lines 63, 72 and 80.
- (5) Administrative office supplies. Do not include call center supplies, which should go on line 47.
- (6) Mail and courier costs.
- (7) Lease and maintenance costs for administrative copier. If a copier is purchased, amortize the costs over the first five years of the contract (non-option years). If a separate copier is obtained for the call center, show those costs in line 36.
- (8) Costs for travel, workshops, and training for administrative personnel.
- (9) Financing (borrowing) costs for everything except vehicle purchasing.
- (10) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (11) Other administrative costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (12) Fixed Management Fee. Should not exceed 8% of the total administrative costs shown in lines 1 through 11 above.
- (13) Rent for all administrative and operations facilities, except the call center. Rent for the space used for the call center should be separated out, if possible, and shown in line 26. If rent would not decrease without the call center (e.g., space could not be separated and removed from lease), the total can be shown here and this should be explained in the Cost Detail Page. If facilities are owned and not rented, provide a reasonable use fee for the facilities and justify on the Cost Detail Page.
- (14) Utilities for all administrative and operations facilities, except the call center. Utilities for the call center should be separated out, if possible, and shown in line 27. If utility costs would not decrease without the call center (e.g., space would still need to use utilities), the total can be shown here and this should be explained in the Cost Detail Page.
- (15) Janitorial services and supplies for all administrative and operations facilities, except the call center. Janitorial services and supplies for the call center should be separated out, if possible, and shown in line 28. If janitorial services would not change without the call center, the total can be

shown here and this should be explained in the Cost Detail Page.

- (16) Facility insurance for all facilities except the area used for the call center. Insurance for the portion of the facility used for the call center should be separated out, if possible, and shown in line 29. If insurance costs would not change without the call center, the total can be shown here and this should be explained in the Cost Detail Page.
- (17) Other non-call center facility costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (18) Other non-call center facility costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (19) Non-call center telephone and fax hardware, system costs, and monthly service fees. This should include telephone and fax hardware and systems used in administration, maintenance, and other non-call center parts of the operation. These costs should be amortized over the first five years of the contract (non-option years). Telephone and fax hardware and system costs for the call center should be shown in line 30. Ongoing monthly telephone service costs for the call center should be shown in line 45.
- (20) Computer hardware, system and software costs for computers used in administration and non-call center vehicle operations (e.g., maintenance staff computers and maintenance systems hardware and software). These costs should be amortized over the first five years of the contract (non-option years). Call center computer hardware should be shown in line 33.
- (21) Maintenance of computers and software used in administration and non-call center portions of the operation. Maintenance of computer hardware in the call center should be shown in line 34.
- (22) Office furnishings used in the non-call center portion of the operation (e.g., administration, maintenance, window dispatch, etc.). These costs should be amortized over the first five years of the contract (non-option years). Furnishings for the call center should be shown in line 35.
- (23) Large maintenance equipment (over \$1,000). These costs should be amortized over the first five years of the contract (non-option years). Smaller items should be included maintenance supplies in line 55.
- (24) Other non-call center equipment costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (25) Sub-total of all non-call center fixed costs (lines 1 through 24).
- (26) Rent for the call center that is additional and separable. If there would be no change in rent without the call center portion of the operation, no cost would be shown here. If there would be less rent without the call center, this amount should be provided here.
- (27) Utilities for the call center that are additional and separable. If there would be no change in utilities without the call center portion of the operation, this should be explained in the Cost Detail Page. If utility costs would be lower without the call center, this amount should be provided here.
- (28) Janitorial services and supplies for the call center that is additional and separable. If there would be no change in the cost of janitorial services and supplies without the call center portion of the operation, this should be explained in the Cost Detail Page. If these costs would change without the call center, the amount that is attributable to the call center should be shown here.
- (29) Facility insurance for the call center that is additional and separable. If there would be no change in facility insurance without the call center portion of the operation, this should be explained in the Cost Detail Page. If insurance costs would change without the call center, the difference should be identified here.
- (30) Call center telephone and fax hardware and system costs, including installation. Do not include monthly telephone and fax service costs. Monthly costs should be shown in line 45. These costs should be amortized over the first three years of the contract so that all costs are recovered before a decision is made regarding the creation of a centralized call center. Note that the MBTA will provide the T-1 data line to link the provider call center server to the MBTA's central server.
- (31) Telephone Interactive Voice Response (IVR) system costs, including set-up. These costs should be amortized over the first three years of the contract.
- (32) Two-way communications equipment and installation costs. Do not include monthly service costs for two-way communications, which should be shown in line 46. These one-time equipment and installation costs should be amortized over the first three years of the contract.

- (33) Computer hardware for the call center. This should include an adequate number of workstations for reservations, scheduling, dispatching and reconciliation. It should also include a local server. Minimum hardware requirements are identified in the RFP. These costs should be amortized over the first three years of the contract. Note that the MBTA will provide software and software maintenance for the call center portion of the operation (reservations, scheduling and dispatch).
- (34) Maintenance costs for all computer hardware in the call center, including workstations and the local server.
- (35) Call center furnishings. These costs should be amortized over the first three years of the contract.
- (36) Lease and maintenance costs for call center copier (if separate from the administrative copier). If a copier is purchased, amortize the purchase cost over the first three years of the contract.
- (37) Other additional and separate call center fixed costs not identified above. Explain and justify these costs in the Cost Detail Page. If additional purchased items are identified, the costs should be amortized over the first three years of the contract.
- (38) Other additional and separate call center fixed costs not identified above. Explain and justify these costs in the Cost Detail Page. If additional purchased items are identified, the costs should be amortized over the first three years of the contract.
- (39) Sub-total of all additional and separable call center fixed costs (lines 26 through 38).
- (40) Total of all fixed costs including the call center fixed costs (lines 25 plus 39).
- (41) Total of all fixed costs should a centralized call center be created. These costs should be shown for years 4 and 5 plus the two option years. They should not include the additional and separable call center fixed costs (line 39).
- (42) Wages for call center personnel, including reservationists, schedulers, radio dispatchers, and data reconciler personnel. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. Note that the Call Center Manager and IT Manager salaries should be included in administrative fixed costs.
- (43) Fringe benefits for all call center staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page. Note that fringe benefits for the Call Center Manager and IT Manager should be included in administrative fixed costs
- (44) Recruitment, training, and drug testing costs for call center personnel only. Should include not only initial drug testing, but ongoing drug-testing. Note that recruitment, training, and drug testing costs for other operations personnel should be shown in lines 54, 62, 71, and 80.
- (45) Monthly telephone service costs for the call center function. Note that telephone service costs for administrative phone lines or phone lines for other non-call center functions should be included in line 19.
- (46) Monthly two-way communications service costs for call center operations. Should include monthly service costs for two-way radios or hand-held radios for communications between the call center and drivers.
- (47) Call center office supplies. Note that administrative office supplies and office supplies for other non-call center operations functions should be included in line 5.
- (48) Other call center variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (49) Other call center variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (50) Fixed management Fee on call center variable costs. Should not exceed 8% of the total of lines 42 through 49.
- (51) Sub-total of all call center variable costs.
- (52) Wages for maintenance personnel, including mechanics and vehicle cleaners. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. Note that the Maintenance Manager salary should be included in administrative fixed costs.
- (53) Fringe benefits for all maintenance staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page. Note that fringe benefits for the Maintenance Manager should be included in administrative fixed costs
- (54) Recruitment, training, and drug testing costs for maintenance personnel only.
- (55) Maintenance supplies and tires. Should include all parts, oils, lubricants, and other fluids. Should also include small equipment (under \$1,000).

- (56) Other vehicle maintenance variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (57) Fixed management Fee on vehicle maintenance variable costs. Should not exceed 8% of the total of lines 52 through 57.
- (58) Sub-total of all vehicle maintenance variable costs.
- (59) Wages for road supervision and driver supervision personnel, including road supervisors and window dispatchers. Identify all staff on the Personnel Salary/Wages and Fringe Detail Page. Note that the Operations Manager and Risk Manager/Trainer salaries should be included in administrative fixed costs.
- (60) Fringe benefits for all road supervision staff. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page. Note that fringe benefits for the Operations Manager and Risk Manager/Trainer should be included in administrative fixed costs
- (61) Recruitment, training, and drug testing costs for road supervision personnel only.
- (62) Non-revenue vehicle lease or purchase costs. This would include maintenance vehicles, road supervisor vehicles, and vehicles used by administrative staff. If vehicles are purchased, costs should be amortized over the first five years of the contract.
- (63) Vehicle insurance for non-revenue vehicles. Note that insurance for revenue vehicles should be separate and shown in lines 72 and 80.
- (64) Fuel and maintenance for all non-revenue vehicles, including maintenance vehicles, road supervisor vehicles, and administrative vehicles.
- (65) If towing services are purchased rather than operated in-house, towing service costs should be shown here.
- (66) Other road supervision and non-revenue vehicle variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (67) Fixed management Fee on road supervision and non-revenue vehicle variable costs. Should not exceed 8% of the total of lines 59 through 66.
- (68) Sub-total of all vehicle maintenance variable costs.
- (69) Wages for all sedan drivers (of MBTA provided and contractor provided vans). Identify the number of full-time and part-time sedan drivers, the average hourly wage, and the total hours of full-time and part-time sedan drivers by years in the Personnel Salary/Wages and Fringe Detail Page.
- (70) Fringe benefits for full-time and part-time sedan drivers. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (71) Recruitment, training, and drug testing costs for sedan operators only.
- (72) Vehicle insurance for sedans. Should include all sedans—those provided by the MBTA as well as those provided by the contractor.
- (73) Other sedan operation variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (74) Other sedan operation variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (75) Fixed management Fee on sedan operation variable costs. Should not exceed 8% of the total of lines 69 through 74.
- (76) Sub-total of all sedan operation variable costs.
- (77) Wages for all van drivers (of MBTA provided and contractor provided vans). Identify the number of full-time and part-time van drivers, the average hourly wage, and the total hours of full-time and part-time van drivers by years in the Personnel Salary/Wages and Fringe Detail Page.
- (78) Fringe benefits for full-time and part-time van drivers. Fringe percentage for each employee type to be included on the Personnel Salary/Wages and Fringe Detail Page.
- (79) Recruitment, training, and drug testing costs for van operators only.
- (80) Vehicle insurance for vans. Should include all vans—those provided by the MBTA as well as those provided by the contractor.
- (81) Other van operation variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (82) Other van operation variable costs not identified above. Explain and justify these costs in the Cost Detail Page.
- (83) Fixed management Fee on van operation variable costs. Should not exceed 8% of the total of lines 77 through 82.
- (84) Sub-total of all van operation variable costs.
- (85) Amortized purchase costs or leased costs for contractor provided sedans. See Vehicle Detail Page for the number of sedans to be provided by the contractor each year.

- (86) Amortized annual costs for mobile data computers (MDCs) and automatic vehicle locator (AVL) systems purchased for contractor provided sedans. Should include installation costs.
- (87) Sub-total of annual contractor costs for providing sedans with MDCs and AVL.
- (88) Amortized purchase costs or leased costs for contractor provided vans. See Vehicle Detail Page for the number of vans to be provided by the contractor each year.
- (89) Amortized annual costs for mobile data computers (MDCs) and automatic vehicle locator (AVL) systems purchased for contractor provided vans. Should include installation costs.
- (90) Sub-total of annual contractor costs for providing vans with MDCs and AVL.
- (91) Monthly fixed cost reimbursement for operation including call center function. Total fixed costs including call center function (line 40) divided by 12.
- (92) Monthly fixed cost reimbursement for operation under a centralized call center. Contractor fixed costs would not include call center fixed costs. Calculated as total fixed costs under a centralized call center (line 41) divided by 12.
- (93) Estimated number of one-way passenger trips to be provided each year.
- (94) Total variable cost of operation (lines 51 plus 58 plus 68 plus 76 plus 84 plus 87 plus 90).
- (95) Per trip rate to be used for reimbursing contractor for the first three years of operation, as well as the remainder of the contract if a decision is made not to create a centralized call center. Calculated as the total variable cost of operation (line 94) divided by the estimated number of trip per year (line 93).
- (96) Estimated number of revenue-hours that all **sedans** provided by the **MBTA** will be operated each year. For historic service data, see Section 8.
- (97) Estimated number of revenue-hours that all **vans** provided by the **MBTA** will be operated each year.
- (98) Estimated number of revenue-hours that all **sedans** provided by the **contractor** will be operated each year.
- (99) Estimated number of revenue-hours that all **vans** provided by the **contractor** will be operated each year.
- (100) Estimated **total** revenue-hours of **sedan** operation (lines 96 plus 98)
- (101) Estimated **total** revenue-hours of **van** operation (lines 97 plus 99)
- (102) Variable cost per vehicle-revenue-hour to operate MBTA provided sedans. Calculated as call center plus maintenance plus road supervision and non-revenue variable operating costs (Rows 51 plus 58 plus 68) divided by the total revenue-hours of operation for all vehicles (Rows 100 plus 101), plus the variable cost of sedan operation (Row 76) divided by the total revenue-hours of sedan operation (Row 100).
- (103) Variable cost per vehicle-revenue-hour to operate contractor provided sedans. Calculated as the cost to operate MBTA sedans (Row 102) plus the added vehicle capital cost per revenue-hour for sedans provided by the contractor (Row 87 divided by Row 98).
- (104) Blended rate per revenue-hour for sedan operation. Calculated as the cost per revenue-hour to operate MBTA provided sedans (Row 102) times the estimated number of revenue-hours of operation of MBTA provided sedans (Row 96), plus the cost per revenue-hour to operate contractor provided sedans (Row 103) times the estimated number of revenue-hours of operation of contractor provided sedans (Row 98), divided by the total estimated revenue-hours of all sedan operation (Row 100). This blended rate will be considered the per hour bid price for sedan operation under a centralized call center.
- (105) Variable cost per vehicle-revenue-hour to operate MBTA provided vans. Calculated as call center plus maintenance plus road supervision and non-revenue variable operating costs (Rows 51 plus 58 plus 68) divided by the total revenue-hours of operation for all vehicles (Rows 100 plus 101), plus the variable cost of van operation (Row 84) divided by the total revenue-hours of van operation (Row 101).
- (106) Variable cost per vehicle-revenue-hour to operate contractor provided vans. Calculated as the cost to operate MBTA sedans (Row 105) plus the added vehicle capital cost per revenue-hour for vans provided by the contractor (Row 90 divided by Row 99).
- (107) Blended rate per revenue-hour for van operation. Calculated as the cost per revenue-hour to operate MBTA provided vans (Row 105) times the estimated number of revenue-hours of operation of MBTA provided sedans (Row 97), plus the cost per revenue-hour to operate contractor provided

vans (Row 106) times the estimated number of revenue-hours of operation of contractor provided sedans (Row 99), divided by the total estimated revenue-hours of all van operation (Row 101). This blended rate will be considered the per hour bid price for van operation under a centralized call center.

NORTH WEST SOUTH

Service Area Fixed and Variable Cost Form, Page 6, Personnel Salaries/Wages and Fringe Detail Page

Position	FY-15			FY-16			FY-17			FY-18			FY-19			FY-20			FY-21		
	FTE	Hrs	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate
Administrative																					
Gen Manager																					
Operations Mgr.																					
Call Center Mgr.																					
Customer Serv. Mgr.																					
Maintenance Mgr.																					
Safety/Training Mgr.																					
Finance Mgr.																					
IT Mgr.																					
HR Mgr.																					
Administrative																					
Janitorial																					
Est. Fringe %																					
Call Center																					
Reservationists																					
Schedulers																					
Radio Dispatchers																					
Reconcilers																					
Est. Fringe %																					
Maintenance																					
Mechanics – A																					
Mechanics – B																					
Vehicle Cleaners																					
Est. Fringe %																					
Road Supervision																					
Window Dispatchers																					
Road Supervisors																					
Est. Fringe %																					
Vehicle Operations, Full-Time Drivers																					
FT Drivers – Sedans																					
FT Drivers – Vans																					
Est. Fringe %																					
Vehicle Operations, Part-Time Drivers																					
PT Drivers – Sedans																					
PT Drivers – Vans																					
Est. Fringe %																					

NORTH WEST SOUTH

Service Area Fixed and Variable Cost Form, Page 7, Vehicle Detail Page

Type	FY-15	FY-16	FY-17	FY-18	FY-19	FY-20	FY-21
MBTA Provided							
Sedan							
Van							
Contractor Provided							
Sedan							
Van							
Total							
Sedan							
Van							

NORTH WEST SOUTH

Service Area Fixed and Variable Cost Form, Page 8, Sample Cost Detail

Line Item #	Cost Detail (attach and reference additional pages as needed)
Fixed Costs	
Administrative Cost Detail	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
Facility (non Call Center)	
13	
14	
15	
16	
17	
18	
Equipment (non Call Center)	
19	
20	
21	
22	
23	
24	
Call Center (additional and separable)	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	

NORTH WEST SOUTH

Service Area Fixed and Variable Cost Form, Page 9, Sample Cost Detail cont.

Variable Costs	
Call Center	
42	
43	
44	
45	
46	
47	
48	
49	
50	
Vehicle Maintenance	
52	
53	
54	
55	
56	
Road Supervision & Non-Revenue Vehicles	
59	
60	
61	
62	
63	
64	
65	
66	
67	
Vehicle Operations – Sedans	
69	
70	
71	
72	
73	
74	
75	
Vehicle Operations – Vans	
77	
78	
79	
80	
81	
82	
83	

NORTH WEST SOUTH

Service Area Fixed and Variable Cost Form, Page 10, Sample Cost Detail cont.

Vehicle Costs – Contractor Provided Sedans	
85	
86	
Vehicle Costs – Contractor Provided Vans	
88	
89	

Additional MDC/AVL and IVR Detail:

Please check below your preferred MDC/AVL and IVR products/suppliers for which you have included costs:

MDC/AVL:

- Digital Dispatch Systems, Inc.
- GreyHawk Technologies, Inc.
- Mentor Engineering, Inc.
- Orbital Science Copr.

IVR:

- Ontira Communications, Inc.
- Unified Dispatch, LLC

NORTH WEST SOUTH

DBE LETTER OF INTENT (TO BE USED IN COST PROPOSAL ONLY)

Name of Proposer Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The Proposer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature and Title of Authorized Official)

Date: _____

If the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmations shall be null and void.

(Proposer shall submit this page for each DBE subcontractor.)

12.0 SELECTION PROCESS

12.1 BASIS OF AWARD: BEST VALUE

This is a competitively negotiated procurement. The Authority shall award contracts to Proposers who are deemed responsible, possess the management, financial, and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the solicitation requirements stated herein, and who are judged by an integrated assessment of the general considerations and specific criteria defined in Section 12.9 (Evaluation Criteria) to be most advantageous to the Authority, with price and other factors considered.

For purposes of this procurement, all evaluation factors other than cost/price, when combined, are more important than the lowest cost/price. Therefore, the Authority may select other than the lowest cost/price, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. For evaluation purposes, if proposals received are determined to be technically comparable, then cost/price becomes more important.

The Authority is more concerned with obtaining excellent technical features than in making awards at the lowest overall cost/price to the Authority. The Authority, however, will not make any award at a significantly higher overall cost to the Authority to achieve only slightly superior technical features.

Proposers are advised that award may be made without discussion or any contact with the Proposers concerning offers received except for clarifications. Therefore, Proposers' proposals should be based on the most favorable terms the Proposer can submit to the Authority.

12.2 OBJECTIVES AND METHODOLOGY

The principle objectives of the evaluation process are to:

- Determine which proposals are compliant with the specifications and acceptable.
- Determine from among the compliant and acceptable proposals received which are most advantageous to the Authority, considering cost/price and other factors outlined in the RFP.
- Provide a sound basis for the Authority to make an informed and objective selection.

The evaluation method for this procurement will focus on realizing the highest attainable measure of objectivity. It involves a mixture of fact-finding, reporting, and the application of professional judgment to provide a rounded and comprehensive picture of the adequacy of each Proposer. To achieve these objectives, an evaluation team will:

- Validate the representations, estimates, and projections presented in each proposal, particularly by comparison with independent Authority estimates of performance, schedule, cost, and established requirements.
- Obtain additional relevant information from references identified by the Proposers as well as other sources
- Examine and judge the merits of each proposal submitted as compared to the standards for each factor selected for evaluation.
- Examine and judge the merits of each Proposer with respect to other factors bearing on its performance potential, e.g., experience, past performance.
- Summarize evaluation results, including analysis in sufficient depth to give visibility to significant findings or reservations.

12.3 EVALUATION COMMITTEE: ROLES AND RESPONSIBILITIES

The Deputy Director of Materials, is the “Contracting Officer/CO” responsible for leading this competitive negotiation. The Contracting Officer and the Director(s) of the User Group(s) seeking to obtain the services that are the subject of this RFP determine the composition of the Evaluation Committee. The organization of this Evaluation Committee typically comprises the Contracting Officer, a Contract Team (“CT”), an Evaluation Team (“ET”) and designated advisors as deemed necessary.

12.3.1 Contracting Officer responsibilities include:

- Ensuring proper and efficient conduct of entire selection process.
- Approving the procurement plan for this RFP.
- Reviewing and approving all solicitation materials, including amendments, time extensions, etc.
- Recommending members of Evaluation Committee to the General Manager for approval.
- Establishing competitive pricing range with Director(s) of User Group(s).
- Reviewing and approving evaluation criteria.
- Making the selection decision and documenting the rationale.
- Preparing and issuing a Request Best and Final Offer (BAFO), if necessary.
- Facilitating the internal MBTA’s review and approval process, including any protests and appeals.
- Awarding the contract to successful Proposer(s) and notifying unsuccessful Proposers.

12.3.2 Contract Team. The Contract Team will consist of a Contract Administrator (CA), Buyer, and Advisors from Legal, Organizational Diversity and Civil Rights, Audit Services, and other key departments as determined necessary.

The **Contract Administrator’s** responsibilities include:

- Developing the plan for securing a contractor for this RFP.
- Preparing and distributing the RFP and all amendments.
- Conducting pre-proposal conferences and arranging for site visits.
- Reviewing conflict of interest requirements with the Contract Team.
- Receiving proposals from Proposers.
- Checking proposals for completeness with administrative requirements such as certifications and DBE Plan.
- Responding to requests for clarification.
- Distributing **Technical Proposals** to the ET.
- Facilitating discussions with ET regarding the Technical Proposal.
- Distributing **Pricing Proposals** to the ET after the evaluation of the Technical Proposals has been completed..
- Facilitating discussions with ET regarding the Pricing Proposals.

- Working with the ET chairperson to arrange conference calls with references identified by Proposers.
- Conducting a preliminary responsibility review
- Conducting pre-award surveys and audits
- Preparing decision memorandum for CO.
- Preparing contract.
- Conducting Proposer debriefings, as necessary.

The **Legal Advisor**. In-house counsel is appointed by the General Counsel to provide guidance to the Contract Team and will be responsible for:

- Witnessing opening and distribution of proposals to various groups.
- Assuring compliance with all applicable laws, regulations, and procedures.
- Serving as advisor.

Department of Organizational Diversity & Civil Rights Advisor. Advisor's responsibilities will include:

- Evaluating Proposer's Disadvantaged Business Enterprise (DBE) proposal.
- Preparing a report to the Contract Administrator describing the results of the DBE proposal evaluation.

12.3.3 Evaluation Team (ET). The ET will consist of a Chairperson and Members, which may include consultants working for the Authority in the preparation of the Technical Specifications for this RFP.

Chairperson. This person, designated by the Director(s) of the User Group(s) and approved by the CO, will be responsible for:

- Assisting in the preparation of the solicitation.
- Developing evaluation criteria.
- Nominating members and advisors for the ET.
- Ensuring members of the ET are instructed in their duties and responsibilities.
- Implementing procedures to safeguard the integrity of the solicitation process.
- Convening and presiding over the ET to evaluate proposals in accordance with the criteria and standards established; and resolving any differences between ET member evaluations.
- Coordinating ET conference calls with references identified by Proposers.
- Preparing responses to Proposer requests for clarification.
- Preparing the Technical Evaluation Report, which describes the results of the proposal evaluation including the strengths, weaknesses, risks, clarifications, and deficiencies associated with each Proposer's proposal; and a technical evaluation of each Proposer's cost/price proposal.
- Referring any inquiries concerning the selection process from outside the evaluation team to the CA.

- Assisting the CA in debriefing unsuccessful Proposers.

Members. The ET will consist typically of five (5) to eight (8) members (in addition to the Chair) and will be responsible for:

- Evaluating the Technical and Pricing Proposals in accordance with the plan, criteria, and standards established.
- Participating in conference calls with references identified by Proposers, as requested.
- Assisting the chairperson in preparing an evaluation report, which describes the results of the proposal evaluation including the strengths, weaknesses, risks, clarifications, and deficiencies associated with each Proposer's proposal.
- When required, providing the ET chairperson with technical analysis of the reasonableness of the proposed labor hours, labor mix, and other direct costs for each Proposer's proposal.
- Referring any inquiries concerning the selection process from outside the selection team to the CA.

12.4 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 higher authorities. 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.

12.5 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. Authority staff will be required to communicate with current service providers during the period that proposals are being evaluated. This communication should be limited to current contract administration matters and should not involve any discussions relative to the RFP or proposals. After the RFP has been released, all attempted communications by Proposer's and/or their representatives pertaining to the RFP or proposals 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.

12.6 EVALUATION OF PROPOSALS

Technical Proposals shall first be evaluated by the CO and Contract Team for completeness and compliance with administrative requirements such as required certifications and DBE Plan. Cost Proposals will remain unopened until the review of Technical Proposals is completed by both the CO/Contract Team and the ET.

The CA will forward Technical Proposals deemed compliant and acceptable to the ET for review. The ET, while maintaining strict confidentiality, will review each Proposer's **Technical Proposal** in accordance with the Evaluation Criteria detailed in Section 12.9. Part of the Technical Proposal review will involve conference calls with references identified by Proposers. This may be done by the full ET, or by a subgroup of the ET selected by the chairperson. During this technical review, the ET may request clarifications or additional information. These requests shall be communicated by the chairperson to the CO, who will contact Proposers. The Technical Proposal review will result in two scores of each proposal—one based on a proposer being awarded one area, and a second based on a proposer being awarded two areas, as well as related comments. The ET chairperson will compile the technical reviews by each member and will provide a summary of the collective ET scoring and review to the Contracting Officer. A maximum of 170 points will be assigned in the technical review.

If the Technical Proposal reviews by the ET identify proposals that are believed to be noncompliant with specifications and not acceptable, this shall be communicated in the summary to the CO. The CO and the Contract Team will then determine if the identified proposal or proposals should be disqualified at this point and the cost portions of these proposals not opened.

Once Technical Proposals have been reviewed and results provided to the CO, Cost Proposals associated with compliant and acceptable Technical Proposals shall be opened and provided to the ET. The ET will review Cost Proposals in accordance with the Evaluation Criteria detailed in Section 12.9. During this cost review, the ET may request clarifications or additional information. These requests shall be communicated by the chairperson to the CA, who will contact Proposers. The review will result in a scoring of costs as well as consideration of the reasonableness of costs other pertinent comments. The ET chairperson will combine the cost reviews by each member and will provide a summary of the collective ET review to the CO. A maximum of 80 points will be given in the cost review.

Part of this summary will be recommendations on whether pre-award surveys and audits should be conducted. Any required pre-award surveys or audits shall be coordinated by the CO and Contract Team.

If, after review of proposals, the Authority determines that adequate price competition does not exist, the Authority may request and the Proposer shall provide additional certified cost or pricing data as requested by the Authority's Contracting Officer.

Results of the technical and cost reviews will result in a total scoring of each proposal as well as additional comments. The CO will tabulate the technical, cost and total scorings and related comments, first in any uncontested areas (North, West, or South); then in whichever remaining area is forecast to have the highest ridership. After a final evaluation taking into consideration the total scoring and related comments, the Authority may: (1) award the contract immediately; (2) negotiate with any Proposer; or (3) reject all proposals if determined to be in the best interest of the Authority.

The MBTA will not award all three areas to a single proposer. In the event that a single proposer is the highest scoring proposer for all three areas, the ET will award only two areas to the highest scoring proposer based on consideration of the best interests of the Authority.

12.7 NEGOTIATION PROCEDURES AND BEST AND FINAL OFFER

When negotiations are deemed to be in order, the Contracting Officer will determine whether negotiations will be conducted by written correspondence or in-person. Those Proposers selected for negotiations will be notified in writing as to format chosen, appropriate time schedule, and other relevant procedural matters necessary for proceeding with discussions. All meetings arranged for will be held individually with each of the selected Proposers.

After these negotiations are concluded, Proposers will be advised that a "Best and Final Offer" (BAFO) based on these discussions will be due by a specified closing date and time. The BAFO must be submitted by the scheduled closing date and time. Upon receipt of each BAFO," the ET will conduct a final review of the proposals. No further negotiations will be undertaken.

A modification resulting from a BAFO request that is received after the time and date specified in the request will not be considered unless received before the 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.

The Authority also reserves the right to enter into final negotiations with the selected Proposer prior to the award.

12.8 CONTRACT AWARD

When the Contracting Officer determines that an award can be made that is judged by the MBTA to be in its best interest, a recommendation is then made to the General Manager to proceed with making the award. The Contracting Officer, or Designee, prepares a request for approval by the General Manager and the Board of Directors that contains the Evaluation Committee's documentation supporting the final recommendation. Following receipt of the General Manager and Board of Directors approval, all Proposers will be advised, in writing, of the MBTA's final decision. The Contract will then be executed between the MBTA and the selected Proposer(s).

12.9 EVALUATION CRITERIA

This Section outlines the criteria the Authority will consider in evaluating each Proposer's Technical and Cost Proposals submitted in response to this solicitation.

12.9.1 General Considerations

General considerations are intended to confirm the Proposer's capabilities and response to the business arrangements contained in this solicitation. Therefore, the Authority will consider the following matters in making the selection decision.

12.9.1.1 Whether the Proposer acknowledges and agrees to comply with the terms and conditions set forth in the solicitation.

12.9.1.2 Whether the Proposer eligible for the award is financially sound and has the technical capability and capacity to perform the work in accordance with the requirements of the Technical Specifications and within the times specified. Accordingly, a pre-award survey may be conducted as part of the selection, and, therefore, the Proposer shall complete and sign the Pre-Award Evaluation Data form contained in Appendix B.

12.9.2 Technical Proposal General Compliance and Completeness

Technical Proposals will first be reviewed by the CO and Contract Team for general compliance and completeness. If the CO determines that any Technical Proposals are

not compliant and acceptable, the proposals will be removed from the process and the Proposers notified. The CO and Contract Team will consider the following matters in this part of the review.

- Inclusion of all required certifications and representations.
- Inclusion of an acceptable DBE Plan.
- General completeness of the Technical Proposal. Minor omissions in content may be addressed through requests for clarification and additional information, but significant incompleteness may result in a determination on noncompliance.

12.9.3 Technical Proposal Specific Evaluation Criteria

Technical Proposals determined to be compliant and complete will then be reviewed by the ET. The ET will consider the following specific evaluation criteria in conducting this part of the review. The descriptions of considerations for each criterion provided below are partial and illustrative. Each criterion will be evaluated considering all of the information included in the Technical Proposal related to the criterion, as well as other information gathered from references or other sources. For each evaluation criterion, the ET shall assign a quantitative score as well as summarize any relevant qualitative observations. The maximum scoring for each criterion is identified below; the Technical Proposal scoring sums to a possible total of 170 points. Note that the evaluation criteria follow the Technical Proposal content as detailed in Section 12.9. Proposers are encouraged to closely follow the instructions for preparing technical proposals provided in Section 10.

- **Project Understanding** (Maximum points: 5)
The Proposer's understanding of the objective of the procurement, service policies and procedures, service design, and other aspects of the service.
- **Corporate Capabilities** (Maximum points: 25)
Number of contracts of comparable size and service design. Corporate financial position and ability to carry out the contract from a financial and general management capabilities perspective. Financial resources and stability of the proposing entity and (if applicable) of its parent companies.
- **Corporate Experience and Performance** (Maximum points: 10)
Demonstrated and documented experience providing high-quality customer service to persons with disabilities. Documentation of actual performance levels of contracts of similar size and service design as detailed in Section 10. Whether contract requirements and service standards at other operations have been met. Includes qualitative information obtained from references as well as quantitative performance measures at existing operations provided in Section 10. Demonstrated experience providing innovative approach to service delivery.
- **Qualifications and Experience of Key Personnel** (Maximum points: 10)
Whether each of the key personnel identified in the RFP meets or exceeds the minimum levels of experience. Performance in other operations as indicated by references. Evidence of long-term commitment of key personnel.
- **Staffing, Organization and Overall Workforce to be Provided** (Maximum points: 20)
Overall organization of staff; clarity of functions and responsibilities. Likelihood that the Proposer will be able to provide a stable, qualified workforce. Adequacy of wages and benefits for each position. Recruitment and retention programs and efforts.

Ability to achieve and maintain driver workforce levels at 100% route coverage per shift, plus 5 % spares/extra board drivers. Demonstration of ability to provide effective employee and labor relations, including: (1) plan for complying with the labor provisions detailed in the Draft Contract, Scope of Services and Exhibits, including requirements relating to the existing employees; (2) history of positive working relationships and harmony with employees; (3) compliance with prevailing wage statutes, where applicable; and (4) history of adherence to applicable labor laws.

- **Equal Opportunity Employer and Diversity** (Maximum points: 10)
There is a DBE goal of 6% for THE RIDE contract.
- **Mobilization Plan** (Maximum points: 10)
Quality of the mobilization plan and likelihood that the proposer will be able to affect a smooth transition. Risk to the Authority of service disruptions or performance issues during and immediately following the transition.
- **Facility** (Maximum points: 10)
Adequacy of facility to house operation and fleet. Location of facility centrally within each service area to minimize deadheading.
- **Vehicles** (Maximum Points: 10)
Adequacy of vehicle design and size for efficient operation. Compliance with minimum vehicle specifications detailed in the RFP.
- **Call Center Management Operational Plan** (Maximum points: 10)
Number of reservationists, schedulers and radio dispatchers proposed. Appropriateness and thoroughness of call center procedures, including reservations script and call back procedures. Phone system to be provided. Oversight and management of the call center function. Interaction with customers and customer satisfaction assurance plan. Utilization of technology to enhance customer communications. Customer complaint intake, investigation, and resolution procedures. Plan for reasonable accommodations to meet customer needs, including but not limited to a person's disability or persons with Limited English Proficiency (See EXHIBIT I for MBTA's LEP Policy and Procedures in the Draft Contract for guidance on Paratransit Contractor's requirements), and including communication in the required accessible formats (Large Print, Braille, Audio, etc.)
- **Service Delivery Operational Plan** (Maximum Points: 10)
Number of vehicle operators and total pay hours to revenue-hours. Availability of extraboard to ensure on-time pullouts. Number of window dispatchers and road supervisors. Productivity assumptions. Adequacy and appropriateness of service delivery operating policies and procedures. Oversight of service delivery quality and customer assurance satisfaction plan.
- **Vehicle Maintenance and Fueling Plan** (Maximum points: 10)
Number of mechanics and/or maintenance subcontractor capabilities. Maintenance schedules. Completeness of inspection and maintenance checklists and content. Maintenance management systems and recordkeeping. Off-hour maintenance or other efforts to ensure the availability of vehicles for daily service. Parts inventory and management. Capability to respond to breakdowns and in-service needs. Fueling plan and management/oversight of fuel purchases.
- **Office/Administrative Operating Plan** (Maximum points: 5)
Number of administrative staff and adequacy to perform all required functions. Trip

reconciliation procedures and assurance of accuracy of service data. Financial management and invoicing procedures to ensure accuracy. MBTA/Contractor interface. Lost and Found services plan.

- **Training** (Maximum points: 10)
Proposed training curriculum and materials; whether they meet or exceed minimum training requirements in the RFP. Ongoing refresher training and training in response to identified performance issues. Training capabilities and capacity.
- **Safety and Security Plan** (Maximum points: 10)
Programs and efforts to ensure safe operations. Thoroughness of plans for responding to service emergencies. Facility and fleet security and safety.
- **Information Technology Plan** (Maximum points: 5)
Adequacy of phone system, IVR, computer hardware, MDCs, AVL. Capability to maintain and manage all technology. Prior experience with each type of technology.

12.9.4 Cost Proposal Specific Evaluation Criteria

Each Proposer's Cost Proposal will first be evaluated for reasonableness, realism, and completeness. Additional cost information or clarifications regarding costs and costing assumptions may be requested. Criteria for this initial review include, but are not limited to:

- Completeness of the Required Cost Proposal forms
- Adequacy of the cost detail (justification) for each line item
- Adequate number of staff of each type to perform the operation as specified
- Reasonableness of the number of driver pay hours for the number of estimated revenue-hours of operation each year
- Reasonableness of wage levels to ensure a full, stable and experienced workforce in each area of operations

Significantly unreasonable or unrealistic costs, or significantly incomplete cost information, may be determined to be grounds for disqualifying and disregarding the proposal. Similarly, significantly unreasonable or unrealistic factors, including but not limited to productivity or ratio of pay hours to revenue hours that are used to calculate costs, are grounds to dismiss the proposal.

Each Cost Proposal considered acceptable will be scored based on total expected costs for the contract. Scores for two call center scenarios will be determined:

- **Cost Score Assuming A Third-Party Centralized Call and Control Center For Years 4 through 7** (Maximum points: 60)
The total fixed and variable cost for the seven year contract term (including the option years) for operation with a centralized call center (operated by a third party) starting in Year 4 will be calculated. Cost for years 1 through 3 should be based on the proposer operating its own call/control center. Cost for years 4 through 7 should be based on a call center operated by a third party, as well as any costs associated with closing or scaling back the in-house call/control center. The lowest priced Cost Proposal will be assigned the full 60 points. Each of the other Cost Proposals will be given points based on the percentage variation with the lowest Cost Proposal. For example, if the second lowest Cost Proposal is 10% higher than the lowest Cost Proposal, it will be given 10% fewer points.

- Cost Score Assuming No Centralized Call and Control Center** (Maximum points: 20)
 The total fixed and variable cost for the seven year contract term (including the two option years) for operation without a centralized call center will be calculated. The lowest priced Cost Proposal will be assigned the full 20 points. Each of the other Cost Proposals will be given points based on the percentage variation with the lowest Cost Proposal. For example, if the second lowest Cost Proposal is 10% higher than the lowest Cost Proposal, it will be given 10% fewer points.
- Final Cost Score**
 The final score given to a Cost proposal will be the sum of the scores awarded in the two scenarios above.

In addition to the above scoring, each Cost Proposal will also be qualitatively evaluated based on the list of criteria used in the initial review of reasonableness, realism and completeness. Observations from this review may then be used in the request for a BAFO or in final negotiations with Proposers.

Total Maximum Number of Points	
Technical Proposal	170
<u>Cost Proposal</u>	<u>80</u>
Total	250

Appendix A: DRAFT CONTRACT

Any and all exceptions to the following contract language must be noted in your proposal.

DRAFT CONTRACT

PARATRANSIT SERVICES AGREEMENT

THIS PARATRANSIT SERVICES AGREEMENT ("Agreement" or "Contract") is made this ____ day of July, 2014 (the "Effective Date") by and between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "Authority", or "MBTA"), and [Company Name], a corporation organized and existing under the laws of the Commonwealth of Massachusetts, ("Contractor") upon the following terms and conditions:

WHEREAS, the Authority is authorized and empowered, under Massachusetts General Laws, Chapter 161A, Section 3(i) to provide mass transportation services, whether directly, jointly, or under contract, on an exclusive basis;

WHEREAS, the Authority desires to provide for the operation of certain special mass transportation services within the territory of the Authority;

WHEREAS, it is the policy of the United States Government as stated in the Federal Transit Act, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, to provide mass transportation services for persons with disabilities;

WHEREAS, solely in connection with the purchase of fuel for services rendered hereunder. Contractor shall act as agent for the Authority.

WHEREAS, the Contractor represents that it is fully able and qualified to supply the Services provided for in this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I - DEFINITION OF TERMS

The terms hereinafter listed, as used in this Contract, shall be deemed to have the following meanings:

"Authority" or "MBTA" shall mean the Massachusetts Bay Transportation Authority and shall include its respective successors, assigns, and duly authorized representatives or agents wherever applicable.

"Contractor" shall mean [Company Name]., and shall include all its permitted successors, assigns, and duly authorized representatives or agents wherever applicable.

"Services" shall mean the specialized transportation services specified in **Exhibit A** attached hereto and made a part hereof.

Additional definitions are contained the Federal Provisions in Section 5.

ARTICLE II - STATEMENT OF WORK

The Authority hereby retains the Contractor to provide, and the Contractor hereby agrees to provide the Services set forth herein during the term of this Contract.

The Contractor shall provide Paratransit Services in accordance with the following exhibits, incorporated herein by reference:

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B	TERMS OF COMPENSATION
EXHIBIT C	RECORDS AND REPORTS
EXHIBIT D	VEHICLE DAILY CIRCLE CHECK INSPECTION FORM
EXHIBIT E	CERTIFICATES OF INSURANCE
EXHIBIT F	INFORMATION MANAGEMENT
EXHIBIT G	FINAL TECHNICAL AND COST AGREEMENTS
EXHIBIT H	EMERGENCY PROCEDURES
EXHIBIT I	MBTA LIMITED ENGLISH PROFICIENCY POLICY AND PROCEDURES

ARTICLE III - TERM OF CONTRACT

Term. The initial term of this Agreement shall commence as of the earlier of the Effective Date or the Mobilization Date (defined as the date that the Authority issues a Notice to Proceed to the Contractor) and, unless earlier terminated in accordance with this agreement, ending on the fifth anniversary of the Effective Date (the "Initial Term"). The Initial Term may, at the Authority's option, be renewed for one (1) 2-year period provided the Authority gives written notice to Contractor, not less than six (6) months before the expiration of the Initial Term or the first subsequent one year period (each, a "Renewal Term" and together the Initial Term, the "Term"). The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date."

ARTICLE IV - COMPENSATION AND MANNER OF PAYMENT

1. The MBTA will pay the Contractor based on the terms of compensation detailed in Exhibit B.1.
2. The amount set forth in Article V, Paragraph 1 of this Contract is a cost ceiling **subject to annual budget appropriation.**
3. Contractor shall notify MBTA in writing at such time as compensation expended to date under the terms of this Contract pursuant to Exhibit B equals twenty-five percent (25%), fifty percent (50%), and seventy-five percent (75%) of the annual contract cost ceiling specified in Article V, paragraph 1 of this Contract. The MBTA reserves the right to adjust the level of service provided by the Contractor. The MBTA shall have no liability for costs which may be incurred by Contractor in excess of this cost ceiling except that in year 2, or year 3, or any extension year of the contract, should service levels deviate from forecasts by more than +/- 10%, the MBTA and the Contractor may negotiate costs accordingly.
 - a. On or about the 15th day of each month, the Authority will issue a payment to the contractor for one half of the projected monthly compensation for services provided, in that month. The MBTA will make final monthly payments to the Contractor following receipt of the monthly invoice, in the form attached hereto at Exhibit B.2, from the Contractor, which is based on the monthly service and financial reports detailed in Exhibit C of this Contract, and certification by an Officer of the company, and acceptance thereof by the MBTA.
4. MBTA will use reasonable efforts to promptly process Contractor invoices. In the event of a dispute between the MBTA and the Contractor over charges, MBTA shall withhold compensation for a sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. MBTA may dispute Contractor invoice charges for reasons including, but not limited to the reasons listed below:
 - a. Determination by the MBTA that services rendered on a specific occasion failed to meet

the level of service standards described in **Exhibit A**.

- b. Failure of Contractor to supply the MBTA with complete and accurate documentation as described in **Exhibit C** and required by the Scope of Services (**Exhibit A**) to support the monthly invoice.
 - c. Failure to report to MBTA the full value of fares tendered by users in accordance with the Scope of Services (**Exhibit A**) in an amount equal to the value of fares noted in Contractor records.
5. In the event of disputes over payment, the MBTA will make a determination and offer resolution within thirty, (30) business days of identification of a dispute, in writing, by either party. The finding of the MBTA shall be final and binding on all parties. MBTA shall authorize the payment owed the Contractor under this provision within thirty (30) days of such finding.

ARTICLE V - TERM; TERMINATION OF CONTRACT

- A. The Authority reserves the right to terminate this Contract upon ten (10) days written notice upon the occurrence of any of the following:
1. Breach by Contractor of any term or condition contained in this Contract.
 2. Institution of proceedings of bankruptcy or insolvency by or against Contractor, or appointment of a receiver or trustee over Contractor's property, or devolution of this contract by operation of law to any person or persons other than Contractor.
 3. Rendering of an opinion by legal counsel to the Authority that the document, permits, or licenses relied upon by Contractor are not complete or sufficient to empower Contractor by law to provide the instant service or any portion thereof. Without limitation of the foregoing, the Authority may terminate this contract in the event that any judgment or order is entered in a judicial or administrative proceeding in a court or agency of competent jurisdiction which invalidates, revokes, terminates, or calls into question the completeness or sufficiency of any document, permit, or license herein relied upon by Contractor to provide its services.
 4. Determination by the Authority that the Contractor provided materially inaccurate or false information to the Authority.
 5. Failure on the part of the Contractor to maintain the required insurance coverages as set forth in Article VI.
 6. Unauthorized use of Authority vehicles.
- B. Prior to giving notice of termination as described above, the Authority may provide written notice to Contractor and allow Contractor ten (10) days from the date of notice to cure the situation giving cause for termination. The opportunity to cure shall not be available if the Authority deems it contrary to the public interest nor will the opportunity to cure be extended to repeated breaches of a term or condition of which notice has previously been given.
- C. This Contract may be terminated on one-day written notice by the Authority for safety reasons, or in the event the Contractor fails to provide the service, for whatever reason, in whole or in part.
- D. The Authority may cancel this Contract, without cause, upon thirty (30) days written notice to the Contractor ("Termination for Convenience").

ARTICLE VI - INSURANCE REQUIREMENTS

A. INDEMNIFICATION AND INSURANCE

1. The Contractor shall indemnify, defend and save harmless the Massachusetts Bay Transportation Authority and all of its officers, agents and employees from and against any and all suits, claims, losses, damages, charges and expenses, whether direct or indirect, and from liability of every name and nature, to which they or any of them may be put or subjected by reason of any damage, loss or injury to persons or property arising out of, caused by or resulting from the performance of services hereunder on the part of the Contractor and its employees, Subcontractors or agents or their use and maintenance of the Authority's or their own mass transportation facilities and equipment or their failure to comply with the terms and conditions of this Contract.
2. 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.
 - i. Worker's Compensation Insurance: The Contractor and Subcontractor(s) shall take out and maintain Worker's Compensation Insurance and Employers Liability Insurance in accordance with the laws of the Commonwealth of Massachusetts as necessary.
 - ii. General Liability Insurance including Contractual Liability Insurance with a limit of not less than \$2 million combined single limit.
 - iii. Automobile Liability Insurance for bodily injury and property damage with a combined single limit of not less than \$2 million for the use of all vehicles; owned, leased, hired and non-owned for all work performed under this contract. Coverage requirement includes comprehensive coverage, fire, theft, glass and physical damage/collision coverage on all MBTA owned/leased vehicles.
 - iv. Property Insurance: The Contractor will be responsible for maintaining a property policy for any MBTA owned/leased equipment or property associated with this contract. Insurance coverage shall be for replacement cost including theft. The MBTA shall be named loss payee as their interest may appear.
 - v. Umbrella Liability Insurance with limits not less than \$10 million per occurrence and annual aggregate, covering all work and services performed under the Contract. Such insurance shall be written on an occurrence basis.
3. The insurance herein before specified in paragraph 2 above shall be with an acceptable insurance company authorized to do business in the Commonwealth of Massachusetts (minimum Best rating of B+) and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of this Contract is satisfactorily completed. MBTA shall be given a minimum of thirty, (30) days notice in the event of change or cancellation of any of the insurance required under this paragraph.

MBTA shall be listed as an "additional insured" on the General Liability, Automobile and Umbrella policies and as its interests appear on the Property Policy per the terms of the contract. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of any and all subrogation rights against the MBTA. All such insurance required above shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA.

At the request of the MBTA the Contractor shall have its insurance company mail a complete copy of the policy within thirty, (30) days of such request.

ARTICLE VII - AMENDMENT OR MODIFICATION OF CONTRACTS

The Agreement may not be amended or modified in any way except in writing and signed by both parties to this Agreement.

ARTICLE VIII - CONTRACT DOCUMENTS - HIERARCHY OF DOCUMENTS

Contract Documents. This Agreement and the documents and schedules and statutes referred to herein, the RFP and addenda, the response to the RFP and supplemental responses, and any other letter agreements entered in connection herewith (the "Contract Documents") contain the complete agreement between the parties hereto and supersede any prior or contemporaneous understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. To the extent that there is any conflict between the terms of this Agreement, on the one hand, and any other document incorporated herein (including the RFP), on the other hand, the following hierarchy shall control: 1) the Agreement, Exhibits, Schedules, Certifications; 2) written amendments or modifications; 2) RFP and addenda; 3) Response to the RFP.

ARTICLE IX - PERFORMANCE BOND

Within ten (10) days of Contractor's execution of this Agreement, Contractor shall deliver to MBTA an unconditional, irrevocable, clean letter of credit ("Letter of Credit") or performance bond, as described in RFP-_____, at the sole cost and expense of Contractor and in form and substance satisfactory to MBTA, in the face principal amount equal to **\$7.5 million dollars (\$7,500,000)** issued in favor of MBTA and naming Contractor as the account party (the "Performance Guarantee"). The Performance Guarantee shall secure the liabilities and obligations of Contractor hereunder. The Performance Guarantee is not a measure or limit of MBTA's damages upon or following an Event of Default. The issuer of the Performance Guarantee shall be a banking institution domiciled in the Commonwealth of Massachusetts with at least a Best's rating of B+ and otherwise reasonably acceptable to MBTA. The Performance Guarantee shall be self-renewing from year to year during the Term so as to expire no earlier than one (1) year following the stated end of the Term and shall contain such other customary terms as MBTA requires in its reasonable discretion. It is agreed: (i) that the Performance Guarantee may be drawn upon if the Performance Guarantee has not been extended or renewed without amendment at least forty-five (45) days prior to any then-current expiration date thereof; (ii) that if the rating of the issuer of the Performance Guarantee at any time drops below B+, then, within sixty (60) days following MBTA's demand, Contractor shall replace the Performance Guarantee with another Performance Guarantee in a form reasonably acceptable to MBTA and with an issuer with a rating of at least a B+ and otherwise reasonably acceptable to MBTA; MBTA may draw on the existing Performance Guarantee if, after MBTA requests that Contractor replace the Performance Guarantee as aforesaid, MBTA is not provided with a substitute Performance Guarantee in a form, and from an issuer, satisfactory to MBTA as provided above at least fifteen (15) days prior to the then-current expiration date of the Performance Guarantee; (iii) that should MBTA's rights under this Agreement be conveyed by MBTA, the Performance Guarantee or any portion thereof shall be assigned to MBTA's grantee, and if the same be assigned as aforesaid, Contractor hereby releases MBTA from any and all liability with respect to the Performance Guarantee and its application or return, and Contractor agrees to look to such grantee for such application or return, provided such grantee assumes MBTA's obligations under this Agreement; and (iv) that the Performance Guarantee (or so much thereof as shall have theretofore not been applied in accordance with the terms of this paragraph) shall be returned to Contractor within thirteen (13) months after the expiration of the Term.

On or prior to the date that MBTA received the Letter of Credit or performance bond, as contemplated,

MBTA shall deliver to Contractor Contractor's bid bond in favor of MBTA, and such bond shall not be required as security in connection with this Agreement.

ARTICLE X - CONFIDENTIALITY

1. The term "Confidential Information" shall mean all: (a) non-public information (in any medium), including but not limited to business, personnel, marketing, financial, employee, planning, technical, operations, data, source code, specifications, drawings, plans, diagrams, sketches, renderings, maps, surveys, photographs and other confidential or proprietary information of the Disclosing Party; and (b) any other information or material marked confidential, restricted or proprietary by either Party or any other person to whom such Party has an obligation of confidence; provided, however, that the failure of either Party to so mark any material shall not relieve the Receiving Party of the obligation to maintain the confidentiality of any unlegended material which the Receiving Party knows or should reasonably know contains Confidential Information. Confidential Information shall also include "Customer Personal Information (CPI)," whether or not the CPI is marked as "confidential" or like term. CPI shall mean any identifying personal information related to consumers that receive service from Contractor or its affiliates, including without limitation "Nonpublic Personal Information", as defined in Title V of the Gramm-Leach-Bliley Act of 1999, Pub. L. 106-102. Confidential Information shall not include information (a) which is lawfully in the possession or knowledge of the non-disclosing party prior to the time of disclosure, (b) which prior to or after the time of disclosure becomes lawfully available to the non-disclosing party through a source without any obligation of confidentiality, or (c) is developed by the non-disclosing party without making any use of the Confidential Information.
2. For purposes of this Agreement, all information provided with respect to this Agreement shall be handled as Confidential Information in accordance with Massachusetts Public Records Laws (M.G.L. c. 66, §10).
3. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this the Agreement, and will disclose the Confidential Information of the Disclosing Party only to those parties, including employees, contractors, subcontractors, suppliers and agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
4. Each party shall be responsible for any breach of this section by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by law or government agency.
5. All Confidential Information of Contractor and MBTA shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed. The foregoing shall not apply to any Confidential Information that is in the public domain, Confidential Information that a party can demonstrate was known prior to receipt from the other party or Confidential Information that was subsequently received from a third party without any obligation of

confidentiality to the other party.

6. Each party's obligation with respect to the Confidential Information of a disclosing party shall expire seven (7) years after the termination or expiration of this Agreement or as required by law in the case of Nonpublic Personal Information, as defined in Title V of the Gramm-Leach-Bliley Act of 1999, Pub. L. 106-102; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

ARTICLE XI - GENERAL CONDITIONS

1. Nothing in this Contract except as specifically provided herein shall be construed as providing any control by the Authority over the management, operations and affairs of Contractor during the term of this Contract. The Contractor, its duly authorized officers and agents shall retain control of its management, operation and affairs, including, but not limited to, the hiring and firing of employees, their hours, rates of pay and conditions of employment and the manner in which the business of the Contractor is conducted during the term of this Contract, both in services provided as required under this Contract, and in other services rendered to others by the Contractor during the term of this Contract.
2. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

ARTICLE XII - THIRD PARTY BENEFICIARIES

The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than MBTA and Contractor.

ARTICLE XIII - EFFECT OF INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE XIV - NON WAIVER AND PURSUIT OF OTHER REMEDIES

The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

ARTICLE XV - SURVIVAL OF OBLIGATIONS AND INDEMNIFICATION

All confidentiality obligations, record keeping obligations, and indemnifications shall survive termination of this Contract.

ARTICLE XVI - TIME LIMITS

Any time limits or deadlines specified under the provisions of this Contract may be suspended by mutual written agreement of the parties.

ARTICLE XVII - JURISDICTION AND VENUE

This Contract, and the transaction to which it relates, will be governed by and construed and enforced in accordance with the law of the Commonwealth of Massachusetts. Any claim or legal action by one party against the other shall be commenced and maintained in any state or federal court located in Massachusetts and both parties hereby submit to the jurisdiction and venue of any such court.

ARTICLE XVIII - SERVICE PENDING DISPUTE RESOLUTION

During the pendency of any dispute between the parties, the business and the operations to be conducted under this Contract, to the extent that they are the subject of any such dispute, shall continue to be transacted and used in the manner and form existing prior to the arising of any such controversy.

ARTICLE XIX - LABOR PROTECTION

1. Nonapplicability of 13(c) - It is the position of the MBTA that the labor protection requirements under Section 5333(b) of title 49, United States Code (formerly section 13(c) of the Federal Transit Act), do not apply to this Agreement.
2. Notwithstanding the provisions of Paragraph 1 above, in the event that 13(c) labor protection obligations are determined, by a court, arbitrator, or agency of competent jurisdiction, to apply to the Service, the CONTRACTOR shall have administrative and financial responsibility for any 13(c) claims or other obligations that arise out of acts or omissions of CONTRACTOR in connection with the operation of the Service or the performance of this Agreement.

ARTICLE XX - FEDERAL PROVISIONS

Contractor shall comply at all times with the Federal laws, regulations, and provisions including as set forth in the RFP at Article 5, incorporated herein by reference. Contractor at all times shall comply with the Disadvantaged Business Enterprise (DBE) provisions set forth in the RFP at Article 4 et seq., incorporated herein by reference.

ARTICLE XXI - NO STRICT CONSTRUCTION; HEADINGS

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Nothing in this Agreement shall be construed as an acquisition by the MBTA of the assets of the Contractor.

IN WITNESS WHEREOF, this Paratransit Services Agreement has been executed under seal as of the day and year first above written.

"CONTRACTOR":

[NAME OF CONTRACTOR]

By:
Title:

"MBTA":

MASSACHUSETTS BAY TRANSPORTATION

AUTHORITY

By:
Title:

APPROVED AS TO FORM:

MBTA Law Dept.

By:
Title:

Exhibit A Scope of Services

Scope of services will include all policies, responsibilities, and requirements detailed in the RFP.

Exhibit B Terms of Compensation

1) AMOUNT OF PAYMENT

The Contractor will be paid by the Authority based on a schedule which consists of: i) payment of a Fixed Cost Per Month for Administrative and Overhead Costs which depends on whether call center functions are provided or not. ii) payment of a Fixed Cost Per Registered Passenger Trip if call center functions are provided or payment of a Fixed Cost Per Sedan Revenue-Hour or Van Revenue-Hour if there is a separate centralized call center, iii) incentive/penalty clauses, and iv) payment for Fuel.

Nothing in this Contract shall be construed to limit the discretion of the Contractor to determine the amounts to be paid to its officers and employees for wages and fringe benefits, provided however, that any increases in such amounts during the term of this Contract shall be at the sole expense of the Contractor.

Further definition of approved cost categories and documentation requirements are provided in Sections 7 and 11.

a) Fuel

The Authority shall Reimburse the Contractor for the actual price paid per gallon up to the average price per day in the Boston Metro Area, as listed via the AAA website. The Contractor will be responsible for providing actual receipts for all gasoline purchases for services rendered hereunder, specifying whether receipts were for fuel purchases for Authority owned or Contractor owned vehicles, (note: credit card reports are acceptable if purchase detail is provided, i.e. vehicle id, date, time, mileage, driver), adjusting the amount of reimbursement sought each month to ensure nothing exceeds the AAA recorded average per day, and providing a summary report each month by day and by vehicle. (NOTE: The Authority shall derive the rights to any tax rebates from fuel expenses.)

2) PERFORMANCE INCENTIVES / PENALTIES

See Section 7.14.

3) TIMING OF INVOICING, PAYMENTS AND ADJUSTMENTS

- a) On or about the 15th of each month, the Authority will pay the contractor for one half of the projected monthly compensation for services provided, in that month. Within five (5) business days after the close of the month, the Contractor will submit to the Authority for the Authority's approval a "Statement of Operations and Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Exhibit B.1 and B.2 for the previous month including those statistics described in Exhibit C, in a format required by the Authority.
- b) Within forty-five (45) calendar days after receipt of the Contractor's Statement, the Authority shall, upon review of said Statement, authorize the issuance of a payment to the Contractor for services rendered, with adjustments based on the following elements:
 - i) Adjustments to the Monthly Mobilization Costs.
 - ii) Adjustments to the number of Registered Passenger Trips if call center functions are provided, or the number of Sedan Revenue-Hours and Van Revenue-Hours if call center functions are provided by a separate centralized call center provider.
 - iii) Adjustments of an amount based upon penalty and incentive payments for specified performance levels in the previous month, as set out with Exhibit B.2.
 - iv) Adjustments to the Fuel Costs.

- v) Adjustments, which become due as a result of any reconciliation or post audit conducted by the Authority.

4) RECORD AND PAYMENTS OF CONTRACTOR

- a) The Contractor will be required to maintain all the financial records relating to the delivery of Services separately from other financial records maintained by the Contractor.
- b) The Contractor will be required to promptly pay bills for all costs incurred in performing the services.
- c) The Contractor will be required to maintain a record supporting all expenses associated with each invoice, including the date of payment, check number, and amount of payment, which shall be maintained to verify that the Statement of Operations and Costs is accurate. The Contractor must also submit all documentation necessary to verify that the statistical data referenced in Exhibit C is accurate.

Exhibit B.1

PAYMENT SCHEDULE

During the term of this contract, the following schedule for compensation shall be in effect.

1) FIXED COST PER MONTH FOR ADMINISTRATIVE AND OVERHEAD COSTS

- a) If call center services provided by the Contractor:

The Authority shall pay the Contractor:	Fixed Cost Per Month for Administrative and Overhead Costs (\$): (see Fixed and Variable Cost Form Row 91)	Total costs for the Fixed Cost for Administrative and Overhead Costs for time period shown shall not exceed (\$): (see Fixed and Variable Cost Form Row 40)
FY2015:		
FY2016:		
FY2017:		
FY2018:		
FY2019:		
Total FY2015 - FY2019:		
FY2020: (Option Year)		
FY2021: (Option Year)		
Total FY2020 - FY2021:		

b) If call center services are not provided by the Contractor and are provided instead by a Centralized Call Center:

The Authority shall pay the Contractor:	Fixed Cost Per Month for Administrative and Overhead Costs (\$): (see Fixed and Variable cost Form Row 92)	Total costs for the Fixed Cost for Administrative and Overhead Costs for time period shown shall not exceed (\$): (see Fixed and Variable Cost Form Row 41)
FY2018:		
FY2019:		
Total FY2018 - FY2019:		
FY2020: (Option Year)		
FY2021: (Option Year)		
Total FY2020 - FY2021:		

2) FIXED COST PER REGISTERED PASSENGER-TRIP, IF CALL CENTER SERVICES PROVIDED BY THE CONTRACTOR

The Authority shall pay the Contractor:	Fixed Cost Per Registered Passenger Trip for time period shown (see Fixed and Variable Cost Form Row 95) (\$):	Total costs for the Fixed Cost Per Registered Passenger Trip for time period shown shall not exceed (\$): (see Fixed and Variable Cost Form Row 94)
FY2015:		
FY2016:		
FY2017:		
FY2018:		
FY2019:		
Total FY2015 - FY2019:		
FY2020: (Option Year)		
FY2021: (Option Year)		
Total FY2020 - FY2021:		

3) FIXED COST PER VEHICLE REVENUE-HOUR, IF CALL CENTER SERVICES ARE NOT PROVIDED BY THE CONTRACTOR AND ARE INSTEAD PROVIDED BY A SEPARATE CENTRALIZED CALL CENTER PROVIDER

a) Sedans

The Authority shall pay the Contractor:	Fixed Cost Per Sedan Vehicle-Revenue Hour for time period shown (see Fixed and Variable Cost Form Row 104) (\$):	Total costs for Sedan Vehicle-Revenue Hour for time period shown shall not exceed (\$): (Fixed and Variable Cost Form Row 100 multiplied by Row 104)
FY2018:		
FY2019:		
Total FY2018 - FY2019:		
FY2020: (Option Year)		
FY2021: (Option Year)		
Total FY2020 - FY2021:		

b) Vans

The Authority shall pay the Contractor:	Fixed Cost Per Van Vehicle-Revenue Hour for time period shown (see Fixed and Variable Cost Form Row 107) (\$):	Total costs for Van Vehicle-Revenue Hour for time period shown shall not exceed (\$): (Fixed and Variable Cost Form Row 101 multiplied by Row 107)
FY2018:		
FY2019:		
Total FY2015 - FY2019:		
FY2020: (Option Year)		
FY2021: (Option Year)		
Total FY2020 - FY2021:		

4) PERFORMANCE INCENTIVE PAYMENTS/ PENALTIES PAYMENT SCHEDULE

See Section 7.14.

Exhibit B.2

SAMPLE MONTHLY INVOICE (if call center functions are provided by Proposer)

DATE

Contract Administrator

Office for Transportation Access

Massachusetts Bay Transportation Authority

Room 5750

10 Park Plaza

Boston, MA 02116

Enclosed is the supporting documentation for the Statement of Operations and Costs for the provision of THE RIDE service in the _____ Service Area during the month of _____ as operated by _____. This invoice is being submitted in both print (original) and digital (via e-mail) formats.

The costs billed to the Authority for _____ are as follows:

II. Line Item Detail	
Fixed cost Per Month for Administrative and Overhead Costs	\$ _____
Registered Passenger Trips _____ trips @ \$ _____ per trip	\$ _____
III. Fuel Reimbursement - _____ gallons	\$ _____
IV. Performance Incentives/Penalties - Part 1	
__ Missed Trips (penalty @ twice per-trip rate/missed trip due to vehicle no-show or vehicle >30 minutes late)	(\$ _____)
__ Late Trips (penalty @ per-trip rate for each trip beyond 10% trip allowance that are late due to pickup >15 minutes late and/or drop-off > 10 minutes after appointment time.	(\$ _____)
V. Other / ancillary infractions:	
\$10,000 for each month in which total registered trips that violate travel time standards exceed 2% of all registered trips.	(\$ _____)

<p>\$10,000 for each month in which total registered trips assigned to non-dedicated vehicles exceeds 5% of all registered trips, unless the Contractor has received prior approval to do so by the MBTA.</p>	<p>(\$ _____)</p>
<p>\$10,000 for each month where the average hold time is over 1.5 minutes and/or where 5% of the total calls have a hold time that exceeds 5 minutes.</p>	<p>(\$ _____)</p>
<p>Lift or Ramp Failure - \$50 per occurrence. ___0___ lift or ramp failures for _____ =</p>	<p>(\$ _____)</p>
<p>Air Conditioning/Heater Failure - \$50 per occurrence. ___0___ air conditioning/heater failures for _____ =</p>	<p>(\$ _____)</p>
<p>Uniform Policy Infraction - \$50 per day/per driver (including trainees). ___0___ uniform policy infractions for _____ =</p>	<p>(\$ _____)</p>
<p>Telephone Communications System - toll free 800 line - \$500 per hour or fraction thereof (for any interruption in excess of 30 minutes). ___0___ telephone interruptions for _____ =</p>	<p>(\$ _____)</p>
<p>Vehicle Communications System - including voice, AVL and MDC functions - \$500 per hour or fraction thereof (for any interruption in excess of 1 hour) NOTE: any occurrence of <90% functionality of these systems for all vehicles deployed in service shall also constitute a failure/interruption. _____ vehicle communications failure/interruptions for _____ =</p>	<p>(\$ _____)</p>
<p>Computer System (hardware/software/middleware) - any disruption that interferes with the delivery of services (reservations, scheduling, dispatching, reporting) - \$500 per hour (for any interruption in excess of one (1) hour). _____ computer system interruptions for _____ =</p>	<p>(\$ _____)</p>
<p>Failure to respond to complaints within 10 days - \$50 per occurrence. ___0___ late complaint responses for _____ =</p>	<p>(\$ _____)</p>

Failure to report incident or accident - \$50 per occurrence. _____ unreported incidents/accidents for _____ =	(\$ _____)
Complaints exceeding .2% of trips requested - \$50 per occurrence. _____ excessive complaints for _____ =	(\$ _____)
Any vacancy in one of the Eight (8) "key senior staff" positions lasting longer than 60 calendar days - \$5,000 per month or fraction thereof. ___0___ lengthy vacancies for _____ =	(\$ _____)
Failure to maintain 100% of the Proposed compliment of personnel for each position for the entire month – (\$5,000 penalty)	(\$ _____)
VI. Incentives - Part 2	
Any month during the term of this Contract in which no such ancillary infractions occur will result in an incentive payment of \$5,000 by the Authority to the Contractor. For _____ =	\$ _____
VII. Total payment due for _____	\$ _____
VIII. Less payment I for _____	(\$ _____)
Balance Due _____ for _____.	\$ _____

If you have any question concerning this invoice, or the supporting records, please do not hesitate to call me at _____.

I hereby certify that these charges are true and accurate and duly submitted in accordance with the Terms and Conditions of the Contract.

Signature: _____
 Name: _____
 Date: _____
 Title: _____
 Company: _____

Enclosures

Exhibit C Records and Reports

The Contractor shall be required to maintain all records necessary to document all charges made to the Authority for provision of Services. The Contractor shall submit to the Authority within (5) business days after the close of the previous month, a report, hereinafter referred to as the "Statement of Operations and Cost" which details actual expenditures and operating statistics for the previous month. The report shall be in a format which has been approved by the Authority.

The Contractor shall report to the Authority in accordance with Exhibit C.1 through Exhibit C.8 statistics on the operation of THE RIDE on a weekly and monthly basis, and as designated by the Authority.

Statistics kept by Contractor and reported to the MBTA in format form indicated in Exhibit C.1 through Exhibit C.8 of the attached Draft Contract shall include all Record-Keeping, Reporting, and Data Ownership information listed in Section 9.7.4.

Exhibit C.1

NAME: _____

CONTRACTOR: _____

Weekly/Monthly Statistics

Month _____ of _____

	Week 1	Week 2	Week 3	Week 4	Week 5	Month Total
Registered Passenger Trips by request type:						
On T Vehicles, by:						
Subscription						
Advance request						
Same day requests						
On Contractor Vehicles, by:						
Subscription						
Advance request						
Same day requests						
Registered Passenger Trips by vehicle type:						
On T Vehicles, by:						
Wheelchair accessible vehicles						
Sedans						
On Contractor Vehicles, by:						
Wheelchair accessible vehicles						
Sedans						
Taxis						
Other non-dedicated vehicles						
Registered Passenger Trips Total						
Trip Requests by Disposition:						
Requested						
Shift to Fixed Route						
Not Available						
Scheduled						
Cancelled						
No Shows						
Missed:						
Late Pickups 16 - 30min						
Late Pickups > 30min						
No arrival						
Completed:						
On Time						

	Week 1	Week 2	Week 3	Week 4	Week 5	Month Total
Late Pickups 16 - 30min						
Late Pickups > 30min						
Late Drop-offs (Appointments) >10						
Total						
Average Weekday						
Average Weekend						
Trip Time > Excessive Travel Time Standards						
ITEM A: Trip Origin for all Assigned Customer/Passenger Trips within Service Area: (Communities in Alphabet Order)						
ITEM A TOTAL						
ITEM B: Trip Origin for all Non-Assigned Customer/Passenger Trips within Service Area: (By Area)						
North						
West						
South						
ITEM B TOTAL						

Exhibit C.1-A

NAME: _____

ITEM A: Trip Origin for all Assigned Customer/Passenger Trips within Service Area:
(Communities in Alphabetical Order)

	Week 1	Week 2	Week 3	Week 4	Week 5	Month
BOSTON						
Allston						
Back						
Boston						
Brighton						
Charlestown						
Chinatown						
Dorchester						
East Boston						
Fenway						
Hyde Park						
Jamaica Plain						
Mattapan						
North End						
Roslindale						
Roxbury						
South Boston						
South End						
West Roxbury						
BROOKLINE						
CAMBRIDGE						
SOMERVILLE						
ITEM A TOTAL						

Exhibit C.2

NAME: _____

CONTRACTOR: _____

Weekly/Monthly Statistics Month _____ of _____

	Week 1	Week 2	Week 3	Week 4	Week 5	Month Total
ITEM C: All Trips Provided Outside of Service Area: (By Service Area)						
North						
West						
South						
ITEM C TOTAL						
Transfers:						
Vehicle to Vehicle Transfers						
Direct Transfers						
Total						
Trip by Disability Code:						
Non-Ambulatory (1)						
Semi-Ambulatory (2)						
Ambulatory (3)						
Non-Registered Pass.:						
Attendants/PCA (4)						
Companions (5)						
Total						
Complaints						
Accidents:						
Passenger						
No Injury						
Injury - Minor						
Injury Major						
At Fault						
Not At Fault						
Total Passenger Accidents						
Traffic						
No Damage						
Damage - Minor						
Damage - Major						
At Fault						
Not At Fault						
Total Traffic Accidents						
TOTAL ACCIDENTS						
At Fault						
Not At Fault						
TOTAL						

Exhibit C.3

NAME: _____

CONTRACTOR: _____

Weekly/Monthly Statistics

Month _____ of _____

	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Week 5</u>	<u>Month Total</u>
Vehicle Miles						
Revenue:						
T Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Contractor Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Total Revenue Miles						
Non-Revenue:						
T Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Contractor Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Total Non-Revenue Miles						
Total Vehicle Mileage						
Vehicle Hours						
Revenue Service Hours:						
T Vehicles						
Wheelchair Accessible Vehicles						

	<u>Week 1</u>	<u>Week 2</u>	<u>Week 3</u>	<u>Week 4</u>	<u>Week 5</u>	<u>Month Total</u>
Sedans						
Contractor Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Total Revenue Service Hours						
Non-Revenue:						
T Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Contractor Vehicles						
Wheelchair Accessible Vehicles						
Sedans						
Total Non-Revenue Hours						
Total Vehicle Hours						

Submitted by:

Name Date

Exhibit C.4

NAME: _____

CONTRACTOR: _____

Weekly/Monthly Statistics
 Month _____ of _____

	Week 1	Week 2	Week 3	Week 4	Week 5	Month Total
Vendor Name						
Item						
Expenditure						
Vendor Name						
Item						
Expenditure						
Vendor Name						
Item						
Expenditure						
Vendor Name						
Item						
Expenditure						
Total DBE Expenditures						
Total Expenditures YTD						
% of Total Monthly Invoice						
% of Total Expense YTD						

Submitted by: _____
Name Date

Exhibit C.5

NAME: _____

THE RIDE CONTRACTOR

Month:

Current
Month

Year to
Date

Total Passenger Trips

Personal Care Attendants

Trips by Debit Account

Fare Collected by Debit Account

\$

\$

Trips Taken for MBTA/Contractor Business

Requests not Accepted for Insufficient Funds

Customers with Negative Account Balance
Currently

CONTRACTOR EMPLOYEE LISTING

THE RIDE PROGRAM CONTRACTOR EMPLOYEE LISTING

Company

Name	Home Address	License #	License Expiration	Immigration Status	EEO Status	Position	Date of Hire	Handbook	Defensive Driving	Sensitivity/ Pass Asses.	First Aid Exp.	CPR Exp.	Adept Cert.	Employment End Date

CONTRACTOR STAFFING LEVEL MATRIX

**MBTA OFFICE for TRANSPORTATION ACCESS
RIDE Contractor Employees by Category**

Fiscal Year

	Proposed Total	July	September	October	November	December	January	February	March	April	May	June
Managers												
Site Supervisors												
Schedulers												
Call Takers												
Dispatchers												
Dispatcher Trainees												
Road Ops Supervisors												
Drivers												
Driver Trainees												
Maintenance												
Clerical												
Callbacks												
Totals	0	0	0	0	0	0	0	0	0	0	0	0
Change +/-		0	0	0	0	0	0	0	0	0	0	0

NOTE: If an employee is part time or works in 2 positions, it is designated in full time equivalents. (FTE)

Exhibit C.7

CONTRACTOR EMPLOYEE MONTHLY DRUG AND ALCOHOL TESTING SUMMARY

Contractor: _____

EMPLOYEE MONTHLY DRUG AND ALCOHOL TESTING SCHEDULE

Date	Time	Employee Name	Pre-Employment	Random	Suspicion	DOT Post-Accident	Non-DOT Post-Accident	Re-Employment

Exhibit D Vehicle Daily Circle Check Inspection Form

DATE _____ TIME: _____
VEHICLE # _____
MILEAGE: _____
NAME: _____

- (1) CHECK ANY PROBLEM AND CIRCLE ANY LIGHTS THAT ARE OUT.**
- (2) OPEN AND CLOSE ALL DOORS CHECK ANY DOORS THAT ARE PROBLEMS.**
- (3) COMPLETE THE BAG CHECK.**

DRIVER'S BAG CHECK

- 1 STREET GUIDE
- 1 ATLAS MAP
- 1 CLIP BOARD
- 1 FLASH LIGHT DIRECTIONAL LIGHTS

SEATING

- SEAT CONDITION
- SEAT & SHOULDER BELTS

LIFT-EQUIPPED VANS

- TIE DOWNS
- 4 SEAT BELTS
- 4 BUNNY BELTS

2-WAY RADIO - OK OR PROBLEM WITH

- TRANSMIT
- RECEIVE STEP LIGHTS

AUTOMATIC VEHICLE LOCATOR

- FUNCTIONAL

MOBILE DATA COMPUTER

- FUNCTIONAL

DRIVECAM UNIT

- FUNCTIONAL

ELECTRICAL = OK , OR PROBLEM WITH:

- HORN
- WIPERS
- HEAD LIGHTS HIGH LOW
- PARKING LIGHTS

- DASHBOARD LIGHTS
- INTERIOR LIGHTS
- FRONT HEATER
- REAR HEATER
- DEFROSTER
- AIR CONDITION - FRONT (SEASONAL)
- AIR CONDITION-REAR (SEASONAL)
- BRAKE LIGHTS
- BUS FLASHERS
- FOUR-WAY FLASHERS
- LICENSE PLATE
- LIFT LIGHTS

- BACK-UP BEEPERS
- INSPECTION STICKER

TIRES = OK , OR PROBLEM WITH:

- CUT
- WORN
- PRESSURE (VISUAL)
- WHEELCHAIR LIFT CYCLE DOWN/UP/DOWN
- MANUAL PUMP UP
- PUMP HANDLE
- CONTROL SWITCH
- LIP SAFETY CATCH
- LIFT SAFETY CATCH
- LEAKS

EXTINGUISHER = OK , OR PROBLEM WITH:

- CHARGE
- SECUREMENT

FIRST AID KIT = OK

- SUPPLIES INTACT

REVIEWED BY:

DATE:

Exhibit E Certificates of Insurance

Proposer to insert here.

Exhibit F Information Management

- 1) **Introduction.** This exhibit details specifications and Contractor responsibilities regarding Information Management. Specifications and responsibilities are provided in three major areas: Computer Network; required Management Information Systems and Control Systems; and operational requirements, including information input, storage, retrieval, report preparation, and real-time Data access.

All Proposers shall attempt to obtain and submit quotes from each of the MDC and IVR suppliers identified in Section 11 that are compatible with the Authority's Paratransit Software Business Platform (Adept) as identified by StrataGen Systems, Inc.

The Authority reserves the right to determine, with input from the recommended firms, the most advantageous pairings and design of these essential supplementary technology components in order to provide a uniform technology environment for THE RIDE Program. Quotes should include options for central configuration (MBTA Site), Contractor site, or a remote hosting option.

Contractors are to build their company infrastructure to support the operations laid out in this contract. The MBTA will provide the connectivity to the MBTA hosted ADEPT systems over a dedicated communications line and give remote access to Contractor personnel using Terminal Services.

This uniform technology environment will be comprised of one Paratransit Software Business Platform (Adept), one MDC Platform (to be determined), and one IVR Platform (to be determined) that collectively conform to the Authority's Specifications.

2) Computer Network.

a) Buildings and Facilities.

- i) The Contractor will provide physical space within their facility with suitable environmental controls specifically for computer operational requirements. This includes, but is not limited to; a secure location for all servers and control/ communications hardware, heat, air conditioning, air circulation, humidity controls, dust controls and vibration control as required by the computer hardware manufacturers' recommended specifications.
- ii) The Contractor shall provide adequate Uninterruptible Power Supply (UPS) units capable of providing surge protection and configured to perform automatic clean shutdown of hardware in the event of a power failure lasting longer than five minutes. Contractor shall maintain UPS units in Good Working Condition in accordance with the manufacturers' recommendations. Contractor shall also maintain the backup power transfer system at its facility to ensure that power is transferred from UPS units to backup generators and from backup generators to UPS units without interruption.
- iii) Contractor shall be responsible for maintenance of the T-1, DSL, fiber optic, LAN, or comparable means of delivering constant connectivity to the network necessary for interconnection between computers in TRMIS. The MBTA will provide wiring and connection equipment required to achieve the interconnection to the MBTA Computer Network.

b) Hardware Requirements.

- i) During the first sixty, (60) days of the Mobilization Period, Contractor/ MBTA shall inspect and inventory the existing and/ or proposed Computer Equipment for the performance of the Services.
- ii) Contractor should anticipate that the MBTA may upgrade all or some portions of the MBTA Computer Network during the Term of the Contract. In such event, Contractor shall upgrade all Computer Equipment and software it has provided as part of this Contract to maintain the

ability to interface with the MBTA Computer Network and maintain software operations. During this upgrade process, Contractor shall maintain TRMIS integration and software operation in accordance with the terms of this Contract.

- iii) Contractor shall retire/ dispose of Computer Equipment properly in accordance with all applicable laws, and after purging all data.

c) **Computer Network Configuration.**

- i) **Network Protocol.** The Computer Equipment provided by the Contractor for the performance of the Services shall be configured and fully integrated with the MBTA Computer Network. The Contractor will provide the TCP/IP (Transmission Control Protocol/Internet Protocol) address schema and other pertinent settings to be used to configure end-user computers, output devices, servers, scanners, and other network devices. Contractor/MBTA shall be responsible for the configuration of all Computer Equipment in TRMIS according to the MBTA Computer Network specifications described above. The Contractor will operate and provide DHCP (Domain Host Control Protocol) Services to allocate IP addresses to Computer Equipment in TRMIS.
- ii) **User Management.** Contractor shall be responsible for providing a server or servers, located in the Commonwealth of Massachusetts, to perform user authentication for Contractor Personnel. Contractor shall be responsible for server administration for managing users and network-connected Computer Equipment and software on the Contractor network. The MBTA will be responsible for managing the specific user accounts on the TRMIS Systems located at the MBTA location for Contractor remote access to the ADEPT system.
- iii) **Network Security.**
 - (1) For the purposes of this Contract, the Contractor Network is configured to allow specific MBTA staff and computers on the MBTA Computer Network real-time access to non-TRMIS applications. No Contractor Personnel or computers shall be allowed access to any resources on the MBTA Computer Network, except as specified in the Data Access section of this exhibit. No access will be required for MBTA staff or computers on the MBTA Computer Network to computers on the Contractor Computer Network being used by Contractor solely for non-specified administrative functions.
 - (2) The MBTA shall provide routers, firewalls, wiring, patch panels, and other interconnection equipment at the interface point between the Contractor and the MBTA Computer Network. Contractor shall provide, configure, and administer routers, firewalls, switches, cabling, patch panels, and interconnection between TRMIS and the Contractor Computer Network.
 - (3) Contractor shall provide and follow Best-Practice Methods regarding security for any connection from TRMIS to an external network, including connection to a third-party Internet Service Provider or wide-area-network connection to another non-MBTA location. A "Best-Practice Method" is defined as one that follows the recommendations of the server hardware manufacturer and network operating system vendor, in areas including but not limited to routers, firewalls, user permissions, virus scanning, e-mail content filtering and protection of key network passwords. Contractor shall maintain the security methods in a current state at all times throughout the Term of this Contract. This shall include: applying virus and worm patches at a frequency recommended by the Software Vendor; applying operating system and application software patches at a frequency recommended by the Software Vendor; and modifying policies and procedures as necessary to prevent unwanted human access to TRMIS and the MBTA

Computer Network or to prevent human-initiated events from causing harm to, or preventing the normal operation of TRMIS and MBTA Computer Network.

- iv) **Availability of Service.** Contractor shall configure Computer Equipment and software and perform procedures as required to maintain Non TRMIS applications availability at all times. Contractor shall restore availability of non TRMIS applications and its components after a failure or loss of functionality. Maintenance work to restore TRMIS availability shall be scheduled at times that do not interfere with the provision of Services. MBTA reserves the right to restrict the times when Contractor may perform maintenance of non TRMIS applications.
- v) **Network Operating System Upgrades.** Contractor should anticipate that the MBTA may upgrade the MBTA Computer Network operating system during the term of the Contract. Contractor shall upgrade all Computer Equipment and software it has provided as part of this Contract, to match the version of the network operating system designated by the MBTA, within three (3) months of the MBTA beginning its upgrade.
- d) **Wireless Personal Digital Assistants.** MBTA shall provide Personal Digital Assistants (PDAs) to contractor staff that performs supervisory duties associated with delivery of the Services. Contractor shall subscribe to a service for and maintain these wireless devices throughout the Term of the Contract. Purchases are subject to approval by the MBTA.

3) Management Information Systems and Software.

a) General.

- i) **Software Provided by the MBTA.** The MBTA in conjunction with the Software Provider shall install, configure, and maintain ADEPT software.
- ii) **Electronic Mail.** Contractor shall operate and maintain a reliable, efficient Internet-enabled e-mail system that performs without delay. The proposed e-mail system is subject to review and approval by both the Software Provider and the Authority. Connection to an Internet Service Provider is the responsibility of Contractor.
- iii) **Use of Software and Hardware not required by the MBTA.** It is expected that Contractor may use software and hardware to perform administrative functions not specifically required by the MBTA for the performance of the Services. Hardware and software provided by Contractor for the sole purpose of performing these non-specified administrative functions shall remain the property of Contractor. Contractor shall be entirely responsible for providing all equipment, installation, configuration, wiring infrastructure and maintenance for hardware and software the Contractor uses solely to perform non-specified administrative functions.

- b) **Required Management Information Systems.** Contractor shall operate, manage and maintain, and if and as necessary develop, procure and install in whole or in part, a Management Information System (MIS) for each of a number of functional areas of the Services. Contractor shall complete these activities to ensure that the required Management Information Systems are available by March 1, 2014, unless otherwise approved in writing by the MBTA. The following subsections describe each of the required Management Information Systems, along with Contractor responsibilities with respect to each required MIS. These systems and responsibilities are summarized in a table at the end of this section.

Subject to MBTA approval, Contractor may procure or develop a Management Information System that performs multiple functions in the list of required Management Information Systems, provided that the MIS meets the functional requirements of each specified MIS. In the event that the MBTA provides or approves the use of another MIS to replace any current MIS,

Contractor shall operate and maintain such new system.

Several of the required Management Information Systems shall share common data to perform required functions. For example: the Fleet Maintenance MIS will require access to inventory data used by the Materials MIS, to issue purchase orders; the Human Resources MIS will require access to data on labor hours from TRMIS; the Fleet Maintenance MIS, to produce invoices associated with warranty projects; and the RIDE dedicated Financial MIS will require access to data from TRMIS, the Fleet Maintenance MIS, and the Human Resources MIS to record Costs associated with the delivery of Services. Contractor must, in its Information Management Plan, identify these necessary linkages and propose how they will be achieved. At a minimum, Contractor shall adopt a design in which common data (e.g., on-hand quantities for specific parts, scheduled labor hours for drivers, ASE Certified mechanics, administrative staff, etc.) are stored in separate database files within each MIS, and these files are updated through automated processes on a daily basis. Contractor may propose, or the MBTA may direct Contractor to implement, alternate solutions such as the use of a master database file (e.g., a personnel or parts master file) that is updated and accessed by multiple Management Information Systems in real-time.

- i) **THE RIDE Management Information System (TRMIS).** TRMIS is the primary Management Information System that will be used to monitor Contractor operation of MBTA THE RIDE Services. Using TRMIS, Contractor shall record information that includes, but is not limited to, information about all requests for service and the disposition of said requests, number and type of passengers carried, fares collected, etc. The system shall include scheduling, routing, and sequencing solutions for making up trips out of customer reservation lists and provide productivity and efficiency. The system shall take into account the special requirements of each customer and match the correct vehicle to those requirements in addition to providing the normal scheduling, sequencing, and routing functions. Sequencing consists of providing optimum routes based on multipoint pickups and drop offs, and the optimizing takes into account traffic density information available in the Street layer of the GIS as well as the shortest distance for the overall route. Each trip scheduled will also be tagged with a unique trip ID so trips may be easily located later. The system shall be capable of providing an automated dial down (call back) to each customer with their scheduling information for the next day. It shall also provide internet access for customers who wish to check on their schedule via the internet. Internet access shall have adequate safeguards i.e. anti-virus protection and firewalls, passwords / ID usage. The subsystem must produce a printed trip sheet that may be handed to both the driver and the dispatcher as well as via electronic transmission to the MDC in each vehicle. The trip sheet / data transmission must also include the fare for each passenger so that the correct debit can be applied when the trip is completed. The trip sheet / mobile data input screen must have space provided for the driver to add information to be collected and reported. Such information shall include time of arrival and departure at each location, odometer reading, wait times at each location, no-shows, cancels, standby's picked up, etc. The information captured has to be complete enough to ensure the production of reports required by ADA and the other reports required by the Federal Transit Administration (National Transit Data Report, etc.). An account balance field needs to be kept for each customer with full interface between the Paratransit software and mobile data computer systems deployed by the service providers. Credits are applied to the balance as checks or cash is received by the Office for Transportation Access Department (OTA), the MBTA Charlie Store located at Downtown Crossing, or the Contractor that provides internet and/or telephone credit card transactions. Only those listed above are authorized sources for credits.
- ii) **Dispatching Systems.** Using TRMIS, the Contractor shall direct, supervise and control the

movement of all vehicles engaged in the delivery of THE RIDE Service. Contractor shall be responsible for operating the Dispatching System. Further information about Contractor responsibilities in this area is provided in Section 9.0.

- iii) A **Fleet Maintenance System (FMS)** will be supplied by the Contractor, subject to the prior review and approval of the MBTA, and will be the primary Management Information System that will be used to monitor Contractor activities at its maintenance facilities. Using FMS, Contractor shall perform activities including, but not limited to: (i) maintaining an inventory of maintenance facilities, revenue and non-revenue vehicles (including buildings, secure parking facilities, equipment, vehicles and vehicles components) with a unique identifying number and digital photograph, where applicable; (ii) recording required tests and inspections; (iii) recording preventative, predictive and corrective maintenance activities; (iv) scheduling and control of predictive, preventative, and corrective maintenance programs and associated labor and materials; (v) issuing work orders and purchase orders; (vi) issuing facility status and repair reports; (vii) retaining up to five (5) years, or the length of the Contract whichever is greater, worth of information on predictive, preventative and corrective maintenance for each facility or component to produce and analyze trends; (viii) recording information necessary for warranty administration. The Contractor shall work with the MBTA to finalize the configuration and reporting options of FMS.

As part of Contractor's fleet management activities, Contractor must keep written forms documenting the maintenance performed on each vehicle. These forms must include the signature of the employee and supervisor conducting the maintenance, and detail the maintenance and corrective action procedures occurring at each inspection. These forms must be approved by the MBTA.

- iv) **Materials MIS.** The Materials MIS is the primary Management Information System that will be used to monitor Contractor materials control and handling. Using the Materials MIS, Contractor shall perform activities including, but not limited to: (i) maintaining an inventory of all existing materials and parts, including capital spares and materials; (ii) optimizing stocking of materials and parts; (iii) calculating the costs of materials and parts used for work orders; (iv) tracking the status of all materials sent to vendors for repair and return; (v) controlling the ordering of fuel, materials and parts; and (vi) tracking specific materials, serialized components, budgets and project costs. The Materials MIS shall also: (a) automatically calculate the appropriate order level and order quantity for an inventory item, based upon inventory turnover, order frequency and expected delivery time; and (b) have the capability for the automatic calculation to be overridden by manual input for each inventory item.

The Materials MIS shall record, at a minimum, the following types of information:

- (1) Inventory identification and description, including serial numbers where appropriate
- (2) Location identification and description
- (3) Manufacturer
- (4) Number of units on hand
- (5) Unit cost
- (6) Main supplier and alternative supplier
- (7) DBE status of suppliers
- (8) Number of units ordered and total cost per MBTA Fiscal Year
- (9) Total dollar value paid to each supplier during each MBTA Fiscal Year

- (10) Delivery time from when order is placed
- (11) Level at which an order shall be placed
- (12) For spare parts, list the equipment items(s) for which they are spares
- (13) Inventory issues to work orders.
- (14) Fuel usage per vehicle, vehicle type, etc.

Contractor shall procure and install a Materials MIS approved by the MBTA, and thereafter operate and maintain such system.

- v) **Human Resources MIS.** The Human Resources MIS is the primary Management Information System that will be used to monitor Contractor management of its personnel involved in performing the Services. Using the Human Resources MIS, Contractor shall record information that includes, but is not limited to: Criminal background record checks, employee certifications and qualifications; training received; disciplinary actions; drug and alcohol program status; and employee roster and assignments. Contractor shall procure and install a Human Resources MIS approved by the MBTA, and thereafter operate and maintain such system.
- vi) **Financial MIS.** The Financial MIS is the primary Management Information System that will be used to monitor Contractor RIDE dedicated financial activity related to the performance of the Services. Using the Financial MIS, Contractor shall perform activities including, but not limited to: (i) recording daily revenues collected by Contractor; (ii) recording Costs and producing invoices associated with authorized expenditures; (iii) reporting on DBE compliance; and (iv) tracking receipts from purchases of supplies and materials. Contractor shall procure and install a Financial MIS approved by the MBTA, and thereafter operate and maintain such system separate from other company business.

**Table F.1
Required Management Information Systems**

Management Information System	Purpose of MIS	Responsibilities	Availability Standard
THE RIDE Management Information System (TRMIS)	Monitor/ deliver Contractor operation of MBTA THE RIDE Services	MBTA provide principal Paratransit scheduling/dispatching software/ support/ hardware. Contractor operate and maintain	Restore immediately
THE RIDE Dispatching System	Provide dispatching for THE RIDE Service	MBTA provide system; Contractor operate and maintain;	Restore immediately
Fleet Maintenance System (FMS)	Monitor/report Contractor activities at maintenance facilities	Contractor provide, operate, and maintain system	Restore within 24 hours
Materials MIS	Monitor/report Contractor materials control and handling	Contractor provide, operate and maintain system	Restore within 24 hours
Human Resources MIS	Monitor/report Contractor management of its personnel involved in performing the Services	Contractor provide, operate and maintain system	Restore within 24 hours
RIDE dedicated Financial MIS	Monitor/report Contractor financial activity related to the performance of the Services	Contractor provide, operate and maintain system	Restore within 24 hours

- c) **Communications Systems.** Contractor shall operate and maintain Communications Systems in each of a number of functional areas of the Services. Many of these Communications Systems include Computer Equipment, network needs, and software, which Contractor must also operate and maintain. Examples of these systems, with associated responsibilities, are provided in the table below. Contractor responsibilities shall include, but not be limited to, systems listed in this table Contractor shall operate and maintain such systems. Note: Each Communication/ Control System, proposed by the Contractor, shall be submitted to the Authority for its review and approval prior to its purchase and deployment. All voice communication systems must be digitally recorded and the system must have internal quality control monitoring and the capability to be remotely accessed and monitored by MBTA users.

**Table F.2
Control Systems**

Functional Area	Control System	Responsibilities	Availability Standard
* Fleet Communications (including: voice, AVL, MDC, and video event recorders)	TBD by the MBTA/Contractor or	Contractor provide Computer Equipment, software, and connectivity to MBTA for "real time" voice and data monitoring, digital recording (including all radio transmissions), and reporting capability; Contractor operate and maintain	Restore immediately
* Telephone Communications	TBD by the Contractor	Contractor provide toll-free lines, system, computer equipment/ software, with digital recording and reporting capabilities; Contractor operate and maintain	Restore within 30 minutes
* Internet Connectivity	TBD by the Contractor	Contractor provide, operate and maintain system	Restore within 30 minutes
* Staff Communications	Cell phones	Contractor provide, operate and maintain system	Restore within 30 minutes

* Note – These systems shall conform to TRMIS/ADEPT integration requirements established by MBTA/ StrataGen Systems.

4) Operational Requirements.

- a) **Information Input, Storage and Retrieval.** Contractor shall use THE RIDE Management Information System (TRMIS) and required Management Information Systems on a day-to-day basis for the input, storage, and retrieval of information related to the Services. Contractor shall also download/retrieve all vehicle event recorders via wireless transmission daily, other recording activities will include, but not be limited to: maintenance, inspection, repairs, cleaning, etc., within 24 hours of the completion of each such activity, except for real-time recording/access requirements otherwise specified in this Contract.
- b) **Preparation of Required Reports.** Contractor shall use THE RIDE Management Information System (TRMIS) and required Management Information Systems to produce all reports required as part of the Services. This also includes all communications systems outlined in Table 2 above. Further information about reporting and a summary of required reports is provided in Exhibit C, Reporting.
- c) **Data Access.**
- i) The MBTA will provide access through a Terminal Services connection for the Contractor to

use the THE RIDE Management Information System- (TRMIS). The Contractor will provide access to required Management Information Systems, this also includes all communications systems outlined in Table 2 above, to allow real-time access to Data related to the Services from specifically identified MBTA staff and computers on the MBTA Computer Network.

“Real-Time Access” shall mean that an MBTA staff member working at a computer on the MBTA Computer Network, shall be able to run the appropriate Contractor operated MIS and obtain all operational data necessary to monitor the Service. The validity of the data at the moment of the query will depend on the optimal operational timeframes permissible within the respective software products in use, or the default requirement that activities be recorded within 24 hours of their completion, whichever is more timely. The MBTA shall identify which MBTA staff members and computers on the MBTA Computer Network shall have real-time access to data in Contractor-operated Management Information Systems.

- ii) Contractor shall install, configure, integrate, and support client-software components on the specifically identified end-user computers on the MBTA Computer Network. MBTA will be responsible for all other network protocol configuration settings on computers on the MBTA Computer Network, and will be responsible for router and firewall settings at the interface point between the MBTA Computer Network and the THE RIDE Management Information System (TRMIS) to achieve connectivity.

Exhibit G Final Technical and Cost Agreements

Contract will include BAFO, Technical and Cost Proposals, and any agreed upon modifications.

Exhibit H Emergency Procedures

(Contractor Name)		
Standard Operating Procedure		
Subject: Standard Operating Procedure for Reporting Incidents/ Accidents		Page 1 of 4
Date:	Revised:	Revision:

PURPOSE

The purpose of this Standard Operating Procedure is to ensure the proper course of action is followed in the reporting a incident or that occurred on operated RIDE Service

SUMMARY

The *(Contractor Name)* management and dispatch are responsible to coordinate the response to any report of a incident/accident in the delivery of RIDE Service or on *(Contractor Name)* property. This Standard Operating Procedure will outline the notification process and response strategy to be utilized in any event involving medical emergencies or personal injury on operated RIDE Service.

PROCEDURE

- **ONBOARD *(Contractor Name)* or MBTA/RIDE VEHICLES in RIDE Service:** Whenever the *(Contractor Name)* dispatcher receives a report by radio or phone that a serious incident/ accident/ medical emergency or personal injury has occurred on a *(Contractor Name)* or MBTA/RIDE vehicle, he / she must take the following steps:

Emergency

1. Dispatch asks questions to determine, vehicle number, driver's name, location, type of problem, passenger name(s), assessment of injuries / condition, etc.
2. Dispatch asks driver if medical assistance and / or other emergency services (police, fire department) are needed.
3. If the answer is "yes", an ambulance is called and takes passenger to hospital, doctor's office, etc.
4. If CPR is required, driver will start CPR and continue until EMS arrives.
5. The vehicle's location is verified with the Automatic Vehicle Locator (AVL) and a Supervisor is sent to the scene and to follow up as necessary (meet customer at Hospital, etc.). Dispatch advises management (who then advises OTA / MBTA). See **NOTIFICATION LIST**.
6. If the answer is "no", driver administers any first aid necessary then proceeds on with the run as scheduled, or as otherwise directed by management.

(Contractor Name)		
Standard Operating Procedure		
Subject: Standard Operating Procedure for Reporting Incidents/ Accidents		Page 2 of 4
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5. The driver writes up a full incident report as soon as possible depending on the severity of the incident, but no later than the end of the shift.
6. A follow-up call is placed to the passenger, and any witnesses, either later that day or the next morning.
7. A preliminary report is submitted to OTA within one hour of occurrence and a complete incident / accident report is sent to OTA within 24 hours.

Emergency Vehicle Evacuation

If there is an emergency evacuation, the driver will assist all passengers from the vehicle. If the emergency is to the front of the vehicle, passengers will be taken out the rear of the vehicle and if the emergency is to the rear of the vehicle, passengers will be taken out the front of the vehicle. In the case of a wheelchair passenger, and the lift is not functioning, the passenger will be removed from the wheelchair, placed on a blanket and pulled to the front or rear of the vehicle to exit.

(Contractor Name) **PROPERTY/RIDE SERVICE:** Whenever the *(Contractor Name)* management receives a report of a serious incident/ accident/ medical emergency or personal injury has occurred at or near *(Contractor Name)* property engaged in the delivery of RIDE Service, he/she must take the following steps:

Emergency

1. Ascertain from the manager a complete description of the incident including: name of the injured person, whether the injured person is conscious, visible symptoms or signs, best educated assessment of whether injured person’s condition is improving, stable or deteriorating.
2. If necessary, the on-scene supervisor should isolate and secure the area in which medical emergencies/personal injuries occur so that medical personnel can effectively perform their duties.
3. If necessary, block off, shutdown, and/or secure any equipment that may have been the cause of the injury.
4. Ensure maintenance crews are contacted to make necessary repairs to equipment.
5. Notify the appropriate Fire Department, ambulatory or EMS agency, and Police agencies with a complete report, which should include: all information obtained from the scene, exact location of injured party, best access point to the injured party.

(Contractor Name)		
Standard Operating Procedure		
Subject: Standard Operating Procedure for Reporting Incidents/ Accidents		Page 3 of 4
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NOTIFICATION

It shall be the responsibility of the *(Contractor Name)* Dispatcher to notify the manager on duty. The *(Contractor Name)* Manager is responsible to ensure proper notification to the MBTA/OTA and assist the *(Contractor Name)* Dispatcher in order to ensure immediate notification.

See **NOTIFICATION LIST** below.

The *(Contractor Name)* Dispatcher must also:

1. Notify the driver at the location that the emergency responders will be arriving and to assist in directing them to the proper location.
2. Notify all drivers to assist with trip requests on the run of the vehicle having the emergency.
3. Dispatchers should try to ascertain from personnel on the scene the anticipated duration of the emergency and relay that information to management.
4. Notify appropriate police, fire and medical personnel.

The *(Contractor Name)* Manager is responsible to:

1. Notify MBTA/OTA.
2. If necessary, begin to formulate alternative service plan with dispatch and drivers.
3. Notify service provider in accordance with *(Contractor Name)* Drug and Alcohol policy.

NOTIFICATION LIST (This list will be provided upon Contract Award)

Paratransit Contract Administrator xxx-xxx-xxxx / Home xxx-xxx-xxxx / Cell xxx-xxx-xxxx
 Manager, Paratransit Contract Operations, xxx-xxx-xxxx / Home xxx-xxx-xxxx /Cell xxx-xxx-xxxx
 Deputy Director of Paratransit Contract Operations xxx-xxx-xxxx
 Operation Control Center (OCC) xxx-xxx-xxxx
 MBTA Police xxx-xxx-xxxx
 Customers' emergency contact (available in Customer Database)

(Contractor Name)		
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THIS INFORMATION SHOULD BE POSTED AT ALL DISPATCH LOCATIONS ALONG WITH A LISTING OF ALL LOCAL POLICE, FIRE AND EMERGENCY MEDICAL SERVICES (EMS) PHONE NUMBERS.

By signing below you are stating that you have reviewed the information in the SOP above and will follow this procedure. A copy of this form will be kept in your employee file.

Signature	Date
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Exhibit I MBTA Limited English Proficiency Policy and Procedures

SUBJECT: LEP Policy and Procedure	AFFECTED PERSONNEL:	STATUS & DATE:
DOCUMENT #:	ISSUED BY: ODCR	SUPERCEDES:

1.0 PURPOSE

This document serves as the Policy and Procedure and Plan of Action for the Massachusetts Bay Transportation Authority (“MBTA”) or (“the Authority”) to provide services to individuals with limited English proficiency. The purpose is to provide a framework for the provision of timely and reasonable language assistance to persons whose primary language is not English, or to those who are limited in speaking, reading, writing or understanding the English language. It demonstrates the MBTA’s best efforts in providing excellent customer service and ensuring meaningful access to all its customers as we continue to build a premier world class transit system.

The MBTA’s LEP Policy and Procedure is in compliance with Title VI of the Civil Rights Act of 1964. It is also in accordance with Federal guidelines that require recipients of federal financial assistance to take adequate steps to ensure that persons with limited English proficiency receive appropriate language assistance. Additionally, it is a proactive way of meeting customer needs, and is consistent with the Authority’s objective to improve overall customer satisfaction.

2.0 DEFINITION OF TERMS

2.1.1 Title VI of the Civil Rights Act of 1964 – was enacted as part of the landmark Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from discriminating based on race, color or national origin by, among other things, failing to provide meaningful access to individuals who are limited English proficient.

2.1.2 Individuals with Limited English Proficiency - individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

2.1.3. Federal financial assistance – any federal funds in the form of grants, loans or any other assistance that an agency receives towards any program, project, service or activity.

2.1.4. Recipients – all entities (such as the MBTA) that receive Federal financial assistance, either directly or indirectly, through a grant, contract or some other agreement.

2.1.5. Meaningful access – the obligation to provide meaningful access is fact- dependent. A person has meaningful access when he or she is able to obtain important communications and information without barriers in a timely and accurate way.

2.1.6. Vital document – whether or not a document is “vital” may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the person with LEP if the information in question is not provided accurately or in a timely manner. Vital documents could include, for example, information regarding critical change to service or material with potential for important health, safety and security consequences.

2.1.7. Language assistance – the MBTA may provide interpretation, translation and other language services to customers who are limited English proficient based on the need, activity or encounters. There is no “one size fits all solution” for providing assistance and assessments will be made on a case-by-case basis.

2.1.8. Universal symbols – pictorial symbols that are used internationally to guide passengers through transportation facilities and are cross-culturally recognized.

2.1.9. Oral translation – the act of translating spoken words from one language to another.

2.1.10. Written translation – the act of translating written words from one language to another.

2.1.11. Interpretation – the unrehearsed transmitting of a spoken or signed message from one language to another.

3.0 SCOPE

This policy establishes the framework and guidelines by which the Authority's departments will meet the requirements of Title VI and related Federal regulations. It ensures effective communication by developing a comprehensive written language assistance program so that all customers including those who are not proficient in English can have meaningful access to the Authority's programs and activities, as required under the regulations. The scope of the policy covers a range of language assistance programs including the translation of certain written materials, the provision of oral language assistance and interpretation, public announcements and the provision of universal symbols and permanent signs in LEP languages for guidance.

4.0 RESPONSIBILITIES

The LEP policy and procedure is an authority-wide initiative requiring active participation and involvement from various departments within the MBTA including ODCR, Operations, Customer Support Services, Marketing, Public Affairs and others with responsibility for serving this community. ODCR is responsible for monitoring, reporting and overall coordination of the program and will collaborate with relevant departments to ensure effective and efficient implementation.

5.0 MEANINGFUL ACCESS POLICY

Federal standards require that any agency receiving federal funds must provide meaningful access to its services, programs and activities for customers who have limited English proficiency. A person has meaningful access when he or she is able to obtain important communications and information without barriers in a timely and accurate way. To ensure that the Authority is providing meaningful access, language assistance services will be offered as required.

5.0(A) Language Needs Assessment

The Authority will apply the following four factors to determine meaningful access and when assessing customer language needs:

1. The number and proportion of persons of limited English proficiency eligible or likely to be served or encountered by a program, activity, or services;
2. The frequency with which persons with limited English proficiency come into contact with the program or service;
3. The nature and importance of the program, activity, or service provided to people's lives;
4. The resources available to the recipient.

The greater the number of persons with LEP, the greater the frequency they will have contact with services, and the greater the programs and activities, the more likely enhanced service will be needed.

5.0(B) Identification of Language Needs in Service Areas

The Authority, in collaboration with Central Transportation Planning Services ("CTPS"), evaluated MBTA customer neighborhoods, stations, bus routes, and subway and commuter rail

lines to identify language dominances, other than English, in those areas. Under the regulation criteria, the primary languages break down as follows for the Authority's customers:

- Spanish 6.1%
- Chinese 2.1%
- Cape Verdean Creole/Portuguese 2.0%
- Italian 1.9%
- Haitian Creole/French 1.5%

For the purpose of this policy, Cape Verdean Creole and Haitian Creole are the preferred languages for translation. However, if translation and/or interpretation services for Cape Verdean Creole and Haitian Creole are not accessible, then the Authority may choose to authorize Portuguese and French as acceptable substitutes.

6.0 LANGUAGE ASSISTANCE

Communication with limited English proficient customers in a timely and accurate manner is critical when providing meaningful language assistance. As such, the MBTA will provide interpretation and translation services to assist with language assistance needs. This can be done by contracting with outside language service organizations; engaging qualified bilingual staff to assist; offer language training to essential employees to better prepare them to effectively communicate; community outreach efforts; distributing materials in the dominant LEP languages; and by screening customer feedback for language related issues and concerns.

6.1(A) Oral Translation/Interpretation Services

The Authority will make reasonable efforts to provide oral translation and interpreting services when necessary to facilitate MBTA projects and initiatives so as to accurately communicate important and relevant information to customers that have a limited ability to speak, write, read, and understand English.

Additionally, oral translation/interpretation services will be provided at public hearings and other pertinent events as necessary. Oral translation may include voice announcements, and interpretation services that will be provided for telephone conversations regarding critical matters involving safety, security, and emergency.

6.1(A)1 Procedure for Accessing Oral Translation/Interpretation Services

The MBTA has contracted with a language assistance firm to provide professional oral translation and interpretation services. Persons requesting translation services can make request in person, by telephone or fax, E-mail, or in writing. The authorization for translation services will be made by the Department requesting the services. The Office of Diversity and Civil Rights, Public Affairs, Marketing, and Customer Support Services Center may also be used to assist in processing requests made by other departments as well. The following are appropriate contacts based on the need for obtaining services or assistance:

- ODCR (Government Compliance) - general assistance and request for information (617) 222 3305;
- Public Affairs - assistance regarding public meetings and/or customer support (617) 222-3304

- Marketing - assistance regarding marketing materials and/or printed communications (617) 222-5470;
- CSS - assistance regarding translation services for direct customer telephone contact, communications and complaints (617) 222-3200.

6.1(A)2 Interpreters for meetings/public hearings:

Upon request, staff from Marketing, ODCR or CSS will coordinate language requests between the MBTA and vendor. The firm will request the Authority's language needs, the date, time, place and general purpose of the meeting or event. The MBTA's requests for interpreters should be submitted at least 5 business days prior to public hearing/meeting.

6.1(A)3 Telephone Interpreter:

MBTA will contact the language assistance firm to request an interpreter for telephone communications as necessary. The firm will require that the Authority's language needs be identified prior to being contacted. As an example, this can be achieved by MBTA staff utilizing "I Speak Calling Cards" printed in various languages for the customer to identify his or her spoken languages (i.e. "I speak Spanish") translated in the Spanish language. The department requesting the services will be charged for the translations.

6.1(B) Written Translation Services

The Authority will make every effort to translate documents or use universal symbols and signs for its customers with limited English proficiency, and in doing so, the Authority will take into consideration the importance, benefits, costs, and feasibility of translating such materials.

6.1(B)1 Vital Materials

For the purpose of this policy, vital materials are defined as information or documents that are critical for accessing MBTA services, programs and activities. Vital documents may include, but are not limited to:

- communications affecting health and safety;
- security announcements and signage;
- emergency related public announcements;
- public participation in the decision making processes involving the Authority;
- public meeting translations (advance notice will be given 48 hours before event);
- materials regarding Title VI Rights and complaint procedures;
- materials concerning major Authority-wide initiatives that affect customer services (e.g. AFC);
- information affecting a rider's ability to access and use the system safely and effectively (e.g. major station changes, renovations, permanent changes in service or service routes).

6.1(B)2 Non-vital materials

Less vital materials, that may not be subject to translation include, but are not limited to:

- train and bus schedules;
- information regarding schedules, trip-planning, inquiries, and customer feedback;
- paper and/or Charlie card tickets;

- general advertisements;
- general announcements; and,
- publications of internal major Authority policies and procedures.

6.1(B)3 Signage and Universal Symbols

A vital part of a well-functioning LEP compliance program includes having effective non-verbal communication such as signage, and electronic messaging and related methods for informing customers of Limited English Proficiency of basic communications. The Authority will assess, post and maintain signs in regularly encountered languages other than English in trains, buses, stations and other appropriate Authority property where deemed beneficial or necessary as an effective way of communicating frequently recurring messages necessary for customer safety and service.

The lack of space or feasibility of translated signage or electronic messaging may sometimes hinder where signs are placed. In some cases, universal symbols will be used as appropriate. Priority areas for signage and universal symbols may include, but are not limited to:

- Accessibility/Priority seating
- Do Not Enter
- Do Not Leave Bags Unattended
- Elevator/Escalator
- Emergency Brake
- Emergency Exit
- Danger
- No Smoking
- In Case of Emergency, Press Button
- Hazardous
- Stand Behind Yellow Line
- Third Rail

6.1(C) Procedure for Accessing Written Translation Services

As indicated on pages two and three, departments requiring assistance will initiate service request through ODCR, Marketing or CSS based on kind of assistance needed. The MBTA will send documentation to the language assistance firm for written translation services. The language assistance firm will review the request and submit a cost estimate for the requested services back to the MBTA. The department ordering the services will be charged for the translations.

After the MBTA approves the translation costs for the materials, the firm will then proceed with the translation and store materials as an electronic file that will be emailed back to the originating MBTA department.

6.1(D) How To Access MBTA Translation Services

To request services, based on need, departments may contact the Office of Diversity and Civil Rights (ODCR) at 617-222-3305, Marketing at 617-222-5470, Public Affairs at 617-222-3304 or Customer Support Services Center (CSS) at 617-222-2515.

7.0 TRAINING

The MBTA will train its workforce, especially its managers and employees who interact with the Authority's customers and are responsible for implementation of program, to ensure that they are knowledgeable and aware of the MBTA's Limited English Proficiency (LEP) Policy and Procedure. Trainings will be conducted in coordination through HR, ODCR, Marketing, and CSS. Other employee trainings will be implemented through the following:

- New hire orientation and policy training sessions for supervisors and other staff who are responsible for implementing LEP policy.
- Language courses will be encouraged and reimbursable under the MBTA's Tuition Reimbursement program (these courses must be taken on employees' own time.)
- Training and written information on the scope and nature of available language assistance services.

8.0 OUTREACH

The Authority through ODCR, Marketing, CSS, Public Affairs and other departments will ensure that its Limited English Proficiency (LEP) Program reaches out to communities, especially those with high levels of populations with Limited English Proficiency. This can be achieved by holding public meetings, written communications, and by inviting members of the community with Limited English Proficiency to identify needs, provide feedback, and to make suggestions on how the MBTA can improve its language services. Additional outreach efforts may include, but are not limited to:

- Title VI brochures
- Publication of notices in newspapers;
- Radio and TV stations that serve limited English proficiency groups; and
- Discussions with community organizations regarding problems and solutions

9.0 MONITORING AND REPORTING

ODCR in conjunction with Customer Support Services Department (CSS), Public Affairs and Marketing will monitor, review and amend, if necessary, the MBTA's Limited English Proficiency (LEP) Policy & Procedure through consideration given to the following:

- Reports and observations from the Customer Support Services Department;
- Changes in demographics that trigger consideration of translation language;
- Analysis of staff requests for translations services, needs and costs; and
- FTA reviews of the Title VI Program and LEP Plan;
- Customer feedback
- ODCR in collaboration with other departments will include progress on implementation of the program in its Quarter GM and other reports.

10.0 POLICY DISTRIBUTION

This Limited English Proficiency (LEP) Policy and Procedure will be distributed to all MBTA supervisors and all departments. Additionally, the policy will be available at:

New hire orientation and training;

Human Resources;
Office of Diversity and Civil Rights (ODCR)
Customer Support Services (CSS)
Marketing

11.0 REFERENCE DOCUMENTATION

- 11.1 Circular FTA C4702.1A
- 11.2 Executive Order 13166
- 11.3 Title VI of the Civil Rights Act of 1964

APPENDIX B: SUBMISSION FORMS/ CERTIFICATIONS AND STATEMENTS

Proposers responding to this RFP must fully complete, sign, and submit the forms contained herein. All forms must be current and, if requested, must be notarized. Proposers shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other documents; or (4) make any response conditional.

- Confidential Information Agreement
- Pre-Award Evaluation Data
- Addenda Acknowledgement Form
- Conflict of Interest Certification
- DBE Utilization Form
- DBE Participation Schedule
- DBE Letter of Intent
- DBE Affidavit
- Security Requirements Certification
- Certification of Compliance with Regulation 102 CMR 12.00: Dependent Care Assistance Program Including Child Care
- Right-To-Know Law Certification
- Certification Regarding Companies Doing Business With Or In Northern Ireland
- Affidavit of Non-Collusion
- Certification Regarding Lobbying
- Buy America Certification
- Prohibit Use of Undocumented Workers Certification
- Statement Of Experience Verification Forms
- Affidavit Of Compliance With Bid Specifications
- Signature Authorization
- Certificate Of Compliance With Drug And Alcohol Prevention Programs
- Certification of Equivalent Service
- Financial Information/Certification

The MBTA reserves the right to request additional information for clarification purposes, either written or oral, from Proposers prior to award.

CONFIDENTIAL INFORMATION AGREEMENT

BY THIS AGREEMENT, effective _____, the Massachusetts Bay Transportation Authority (hereinafter "MBTA" or Authority") and _____ (hereinafter "_____") agree as follows:

MBTA will provide certain Confidential Information related to the _____ Project with potential Proposers. MBTA will provide this information for use during the proposal preparation period in written or electronic form and said Confidential Information shall be identified as confidential when disclosed.

During the proposal preparation period, _____ will treat Confidential Information received from the MBTA as such and agrees not sell, transfer, disclose, display or otherwise make available to anyone any part of such Confidential Information without prior written consent of the Authority. _____ further agrees to limit access to MBTA Confidential Information to those of its employees, subcontractors, suppliers, and agents reasonably requiring access for the purposes of preparing a proposal in response to RFP No. _____, and who are obligated to treat the information in the way provided for herein with regard to confidentiality, use, and non-disclosure.

_____ agrees to return or destroy in an MBTA-approved manner all Confidential Information received from the MBTA at any time upon request by the MBTA.

This Agreement shall be effective for the proposal preparation period of _____ through _____, unless otherwise extended by the MBTA.

The foregoing is understood and agreed to.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

PROPOSER

Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRE-AWARD EVALUATION DATA

PROJECT DESCRIPTION: _____

1. Name of Firm: _____

2. Address: _____

3. Contact Name: _____ Telephone Number: _____ Email: _____

4. Individual Partnership Corporation Joint Venture

5. Date Organized: _____ State Incorporated: _____

6. Names of Officers or Partners:

7. How long has your firm been in business under present name? _____

8. Attach as SCHEDULE ONE a list of similar current contracts that demonstrates your technical proficiency, each with contract value amount, name of contracting party, type of work completed, and percentage of work complete to date.

9. Attach as SCHEDULE TWO a list of similar past contracts, each with contract amount, name of contracting party, and type of work completed in the last two years.

10. Attach as SCHEDULE THREE a detailed explanation for each occurrence in the last two years where your organization was denied an award where it was the low Bidder.

11. Attach as SCHEDULE FOUR a detailed explanation for each occurrence in the last two years where your organization failed to complete contract where it was the low Bidder.
12. Attach as SCHEDULE FIVE a list of contracts, if any, on which failure to complete within the specified time resulted in the assessment of liquidated damages.
13. Attach as SCHEDULE SIX financial statements from the last three (3) years of operation, including Financial Position (Balance Sheet), Results of Operations (Income Statement), Changes in Financial Position (Net Changes in Resources), and Current and Retained Earnings.
14. Attach as SCHEDULE SEVEN a statement by the financial institutions with which the Bidder conducts business.
15. Attach as SCHEDULE EIGHT a list of all principal subcontractors and the percentage and nature and value of work each will perform on this project. Principal items of work shall include, but not be limited to, those listed in the RFP.
16. If the contractor or subcontractor is a joint venture, submit this Pre-Award Evaluation Data form for each member of the joint venture.

I hereby certify that the above information is true and accurate to the best of my knowledge:

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

ADDENDA ACKNOWLEDGEMENT FORM

Proposer acknowledges receipt of the following amendments to RFP No: _____.

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

Amendment No. _____ Dated: _____

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Proposer shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the Authority's Conflict of Interest terms stated in **2.13** of these Contract Documents.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

DBE UTILIZATION FORM

The undersigned Proposer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The Proposer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Proposer (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

DBE PARTICIPATION SCHEDULE

The Proposer shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in Section 4.4 (DBE Utilization Form) above. The Proposer shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Category (Indicate MBE or WBE)

(Use additional sheet of paper, if necessary.)

PRIME COMPANY NAME: _____

NAME OF CONTACT PERSON: _____

TELEPHONE NUMBER: _____

DBE LETTER OF INTENT (TECHNICAL PROPOSAL FORM)

Name of Proposer Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____

(Signature and Title of Authorized Official)

Date: _____

If the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmations shall be null and void.

(Proposer shall submit this page for each DBE subcontractor.)

DBE AFFIDAVIT

STATE OF _____ Date: _____

COUNTY OF _____ S.S.

The undersigned being duly sworn, deposes and says that he/she is the

(sole owner, partner, president, treasurer or other duly authorized official of a corporation)

of _____
(Name of DBE)

and certifies that since the date of its certification by

(SOMWBA)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____ 20____

Notary Public: _____

My commission expires: _____

NOTE: The Proposer must attach the DBE's most recent certification letter or document to this affidavit.

SECURITY REQUIREMENTS CERTIFICATION

The undersigned hereby certifies that the Proposer, if awarded this Contract, shall comply with the MBTA's Security Requirements as stated in 3.3 of these Contract Documents.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

CHILD CARE CERTIFICATION

**CERTIFICATION OF COMPLIANCE WITH REGULATION 102 CMR 12.00
DEPENDENT CARE ASSISTANCE PROGRAM INCLUDING CHILD CARE**

The undersigned hereby certifies that the Proposer is in compliance with Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations issued pursuant thereto, 102 CMR 12.00, and that the Proposer is either a qualified employer having fifty (50) or more full time employees and has established a dependent care assistance program, or offers its employees child care tuition assistance or on-site or near site subsidized child care placements, or is an exempt employer.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

RIGHT-TO-KNOW LAW CERTIFICATION

The undersigned hereby certifies that the Proposer, if awarded this Contract, will fully comply with the Massachusetts Right-to-Know Law, Chapter 470 of the Acts of 1983 (the "Act"), including:

1. Obtaining a Materials Safety Data Sheet, (MSDS) for all substances or mixtures of substances that appear on the Massachusetts Substance List that the Contractor or any of its subcontractors brings to or uses on the work site and will keep a copy of that MSDS on the work site of this Contract.
2. Labeling each container of a substance or mixture of substances on the Massachusetts Substance List as required in Section 7 of the Act.
3. Providing the same training and non-technical instruction that the Contractor is required to provide under Section 15 of the Act to all MBTA employees who are exposed to the substance or to the mixture of substances. Training shall include instruction of the nature and effects of any substance or mixture of substances listed on the Massachusetts Substance List, which the Offeror or any of his/her subcontractors brings to or uses on the worksite.
4. Providing to MBTA employees on the work site the same protective equipment that the Contractor and its subcontractors provide to its employees.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

CERTIFICATION REGARDING COMPANIES DOING BUSINESS WITH OR IN NORTHERN IRELAND

Pursuant to M.G.L. c.7, §§22C-F, the undersigned, being an authorized representative of the Proposer, hereby certifies under the pains and penalties of perjury that (check applicable item):

1. ___ The Proposer does not employ ten or more employees in an office or other facility located in Northern Ireland.

2. ___ The Proposer does employ ten or more employees in an office or other facility located in Northern Ireland and certifies that:

(a) ___ The Proposer does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and

(b) ___ The Proposer promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and

(c) ___ The Proposer is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in Northern Ireland.

3. ___ The Proposer does not certify to either 1 or 2. (a-c) above.

Signed under the pains and penalties of perjury this _____ day of _____, _____

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the MBTA is made without collusion with any other Proposer submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF _____ Date: _____

COUNTY OF _____ S.S.

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer, or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____

My commission expires: _____

CERTIFICATION REGARDING LOBBYING

Under the 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 parts 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 office 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.

I, _____, hereby certify on behalf of _____
(Name and Title) (Proposer)

that to the best of my knowledge and belief:

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 an 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, 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
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 subcontracts, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

BUY AMERICA CERTIFICATION

The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and 60 percent (60%) domestic content.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Signature

Company Name

Title

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date

Signature

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date

Signature

Company Name

Title

PROHIBIT USE OF UNDOCUMENTED WORKERS CERTIFICATION

The Proposer agrees to comply with Massachusetts Executive Order 481, which applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CERTIFICATION:

As evidenced by the signature of the Proposer’s Authorized Signatory below, the Proposer certifies under the pains and penalties of perjury that the Proposer shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Proposer shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Proposer shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Proposer understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Proposer to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Date: _____

Company Name

Proposer Authorizing Signature

Print Name

Title: _____

Telephone: _____

Fax: _____

Email: _____

The Proposer is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the “record copy” of all contracts with this Proposer that are filed with the contracting Department.

STATEMENT OF EXPERIENCE VERIFICATION FORM

I have reviewed provision of service and can state the following for _____ :
PROPOSER

Provided _____ years (including 2008, 2009 , 2010, 2011, 2012)

ENTER #

calendar years) of satisfactory performance in the delivery of Paratransit as a contractor of client/contractor entity.

Has provided in excess of 200,000 Paratransit trips for _____
client/contracting agency
entity during calendar year _____.

Has provided reservations, scheduling (including transfer trips), confirming and/or denying all trip requests from all registered passengers including their companion(s) and/or personal care assistant(s) (PCAs), as well as other eligible persons who may be visiting from outside the area.

Utilized dispatching services, including a central dispatch location capable of maintaining contact with all vehicles at all times.

Has performed maintenance and repair of a vehicle fleet, which numbers (100) one hundred or more revenue service vehicles, twenty-five percent (25%), or more of which were wheelchair accessible revenue service vehicles.

Regarding its maintenance practices, has performed the following activities/functions:

- 1) Regularly scheduled preventive and responsive maintenance on all vehicles.
- 2) Record-keeping to adequately verify that a preventive maintenance schedule is in place and is being followed.
- 3) Adherence to the implementation of vehicle and equipment manufacturer's warranty programs.
- 4) Maintenance of a pre-operational "circle check" each day and recorded findings.

The undersigned hereby certifies that the information provided above is true and accurate.

**[PRINT OR TYPE] NAME, EMAIL, TELEPHONE, AND OFFICIAL
TITLE OF PROJECT MANAGER OR CONTRACT ADMINISTRATOR AND THE IDENTITY OF THE
CLIENT/CONTRACTING ENTITY**

BY: _____ Tel. _____
(Signature)

TITLE: _____

EMAIL: _____

AFFIDAVIT OF COMPLIANCE WITH BID SPECIFICATIONS

PROPOSAL

AFFIDAVIT OF COMPLIANCE WITH SPECIFICATIONS FOR _____ SERVICE AREA

State of _____

(Date) _____

County of _____

The undersigned being duly sworn, deposes and says that he/she is the

sole Owner; Partner, President, Treasurer, or
other duly authorized official of a corporation of

name of firm as appearing in submitted bid

for purposes of securing a Paratransit Services Contract for [____ **SERVICE AREA**] with the
Massachusetts Bay Transportation Authority and certifies under penalties of perjury that this entity's
submission, including scope of work and all information provided herein is in 100 % compliance with all
specifications contained in the Authority's BID NUMBER _____ PHASE I Documents, for said service,
and that this entity is fully capable of performing said service, in accordance with the specifications and
attached draft contract.

Signature and Title Person making Affidavit

SWORN to before me this

_____ day of _____, 2003.

Notary Public _____

My commission expires: _____

SIGNATURE AUTHORIZATION.

SUBMIT: SIGNATURE AUTHORIZATION, WHICH CONSISTS OF A CERTIFIED COPY OF THE RESOLUTION OF BYLAW OR POWER-OF-ATTORNEY AUTHORIZING THE OFFICER OR AGENT TO SIGN.

CERTIFICATE OF COMPLIANCE WITH DRUG AND ALCOHOL PREVENTION PROGRAMS

(certifying compliance with 49 CFR Part 653, Part 654 and Part 40)

**ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAMS
FEDERAL TRANSIT ADMINISTRATION**

DATE:

I, _____
NAME

TITLE

certify that _____ and any required subcontractors for

_____ has established

and implemented or will establish and implement, during the entire term of this contract, an anti-drug and alcohol misuse prevention program(s) in accordance with the terms of 49 CFR Part 653, Part 654 and Part 40.

Signature of Authorized Representative and Title

Company Name

CERTIFICATE OF EQUIVALENT SERVICE

Certificate of Equivalent Service

Proposer; _____ certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals who do not require a lift equipped vehicle. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares;
3. Geographic service area;
4. Hours and days of service;
5. Restrictions on trip purpose;
6. Availability of information and reservation capability; and
7. Constraints on capacity or service availability.

Name & Title

Signature

FINANCIAL INFORMATION/CERTIFICATION

Respondents shall (i) furnish copies of audited financial statements that represent the financial position of the proposing entity, and in the case of a partnership or joint venture, the partner companies or joint ventures, for the latest available twenty-four month period, and (ii) certify that in the period following the most recently audited period, there have been no material adverse changes to the financial stability or viability of the proposing entity or its partner companies or joint ventures, as applicable. Proposers shall also furnish such additional financial information as they determine is pertinent to demonstrating their ability to provide stable, reliable Agreement Services throughout the Term of the Agreement.

Performance Guarantee Certifications

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

BIDDER'S
NAME: _____

AUTHORIZED
SIGNATURE: _____

TITLE: _____

DATE: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and _____

(Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto Massachusetts Bay Transportation Authority as Obligee, hereinafter called Authority, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the Authority for MBTA Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Authority.

Whenever Contractor shall be, and is declared by the Authority to be in default under the Contract, the Authority having performed Authority's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Authority elects, upon determination by the Authority and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Authority or the heirs, executors, administrators or successors of the Authority.

Signed and sealed this _____ day of _____ 20_____.

WITNESS

PRINCIPAL

_____ (SEAL)

_____ (Title)

WITNESS

SURETY

_____ (SEAL)

_____ (Title)

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter Of Credit Certificate

The undersigned states that he/she is _____ of the
(Title)

(Name of Beneficiary) (The "Beneficiary") and hereby

certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. _____.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20_____.

(NAME OF BENEFICIARY)

By: _____

Its: _____

Bank Draft

FOR VALUE RECEIVED

Pay on presentment to _____ the sum of _____.
(Name of Beneficiary) Dollars (\$)

Charge the Account of _____ Irrevocably Standby Letter of Credit
(Name of Issuing Bank)

Credit No. _____ Dated: _____, 20____.

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

APPENDIX C: ABBREVIATIONS AND TERMS

ADA	Americans with Disabilities Act
Administrative & Overhead Costs	One of the principal units of Payment i.e. "Fixed Costs per Month for Administrative and Overhead Costs", which shall be composed of the following categories of cost elements: Administrative Personnel Wages/ Fringes; Rent; Utilities; Telephone; Supplies; Furniture/ Equipment; Computer, excluding TRMIS; General Insurance; Vehicle Purchase; Communications Systems; Other.
Agreement	See Contract
Amortized Mobilization Costs	One of the elements of Fixed Administrative and Overhead Costs that is composed of all reasonable and necessary costs directly related to activities performed during the period beginning January 1, 2014 and ending on June 30, 2014; which are critical to the preparedness of the Contractor for the start of services on July 1, 2014 (excluding Capital Expenses).
Authority	See MBTA
Bidder	See Proposer
Capital Expenses	<p>1.) Equipment/Vehicle Capitalization Requirements - Acquisition and related costs incurred for equipment and/or vehicles having a unit cost in excess of \$5,000 and a useful life of at least one year. Also, equipment having a useful life of at least one year and, while costing less than \$5,000 per unit, which are acquired in quantities totaling in excess of \$10,000 (typically, multiple unit procurements such as personal computers, vehicle communications systems, etc.). Related costs may include inspection, testing, and freight costs. For equipment acquired in subsequent years of the Contract, the costs are to be amortized for the useful life of each asset and billed for whatever portion of the amortized period coincides with the remainder of the Contract Term (i.e. 4 years, 3 years, 2 years, 1 year, or portions thereof). Any remaining amortized Capital Expenses that extend beyond the Term of the Contract are not reimbursable by the MBTA.</p> <p>2.) Buildings/Property - Those costs that are incurred for the Acquisition of, Lease of, and/or Improvements (with a cost >\$ 10,000) to, the Contract Facility(s) are to be billed in equal monthly increments over the Term of the Contract (or remaining portion thereof). Any Building/ Property related Capital Expenses that extend beyond the Term of the Contract, are not reimbursable by the MBTA.</p>

Certified Registrant	Any person with a disability who has applied for eligibility for THE RIDE program, and has been certified as ADA eligible for Paratransit Service by the MBTA.
Contract	The written agreement executed by the Authority and the Contractor, setting forth the obligations of the parties there under.
Contract Year	January 1, 2014 through June 30, 2014 (Mobilization activities) FY2015 - July 1, 2014 through June 30, 2015 FY2016 - July 1, 2015 through June 30, 2016 FY2017 - July 1, 2016 through June 30, 2017 FY2018 - July 1, 2017 through June 30, 2018 FY2019 - July 1, 2018 through June 30, 2019 Option Years: FY2020 - July 1, 2019 through June 30, 2020 FY2021 - July 1, 2020 through June 30, 2021
Contractor	The individual, firm, partnership, corporation, or combination thereof, private, municipal or public, including joint ventures, which, as an independent Contractor, has entered into a Contract with the Authority.
Customer	See Certified Registrant.
Disadvantaged Business Enterprises (DBE)	A for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or in which 51 percent of the stock is owned by one or more such individual; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. All Disadvantaged Business Enterprises must be in receipt of a valid DBE certification by the Massachusetts Supplier Diversity Office (SDO).
MBTA	Massachusetts Bay Transportation Authority, also called the Authority.
Paratransit	Advance notice and demand responsive, door-to-door ADA compliant accessible service for persons with disabilities.
Passenger Trip	One-way trip for all authorized persons carried on the service.

Proposer	An individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal.
Registered Passenger Trip	Each one-way trip taken within a service area, by a certified registrant actually transported by a Contractor, also, one of the principal units of payment i.e. "Fixed Cost Per Registered Passenger Trip". Trips taken by Personal Care Assistant's (PCAs) and companions, who accompany a registered passenger are not considered Registered Passenger Trips. Contractors will not be compensated for trips taken by PCAs and companions.
Service Area	There are three (3) service areas consisting of the North, West (formerly Northwest), and South. NOTE: Boston, Cambridge, Brookline, and Somerville are a shared service area included in all three areas, not a separate area.
Services	See Paratransit.
Transfer Trip	<p>Each one-way trip taken by a Registered Passenger that involves travel between Service Areas. There are two types of Transfer Trips:</p> <p style="padding-left: 40px;">Direct Transfer Trips are cross-zone trips provided by one Contractor. Most often these will include travel to or from a Contractor's assigned Service Area and its designated "overlap" area. The communities that make up each of the three (3) Service Areas and their corresponding "overlap" areas, are identified in Section 7.3 in the RFP.</p> <p style="padding-left: 40px;">Vehicle-to-Vehicle Transfer Trips are one leg of a cross- zone trip in which two RIDE Contractors coordinate schedules to transport a Registered RIDE Passenger from a pick-up in one Service Area to a drop-off in their destination Service Area by means of meeting at a designated/ approved RIDE Transfer Location to ensure the safe and timely hand-off between RIDE drivers assigned to provide each leg of the trip.</p>
TRMIS	THE RIDE Management Information System (TRMIS). TRMIS is the primary Management Information System that will be used to monitor Contractor operation of MBTA THE RIDE Services. The MBTA utilizes StrataGen Systems Inc. ADEPT Paratransit software as the business platform for the RIDE program and will supply the Contractor the appropriate hardware and licenses/support necessary to operate the Services.

APPENDIX D: SPECIFICATIONS FOR MBTA-OWNED VEHICLES

Current MBTA supplied vehicle types are as follows:

- **Vans:** 2007, 2008, 2009 E350 Ford V5.4l Body on chassis built by Coach & equipment
 - Gross Vehicle Weight 9,600 lbs. minimum
 - Minimum Wheelchair Stations 3
 - Minimum Ambulatory Seating- 8
 - Lift Placement side, behind rear axle
 - Roof Type full roll cage
 - Engine V-8 gasoline, alternative fuel
 - Transmission auto 4- or 5-speed w/overdrive
 - Tires LT245/75R16E x 16"
- **Sedans:** Ford Crown Victoria's 2008, 2009, and 2011 V8 4.6l P71
 - DESCRIPTION
 - Full Size 4-door, 5 passenger sedan model year Ford Crown Victoria or approved equivalent
 - POWERTRAIN
 - 6- or 8-cylinder engine
 - 4 speed automatic transmission
 - Heavy duty cooling system
 - Limited slip differential
 - Fuel economy of 16 mpg city / 24 mpg highway, or higher
 - SUSPENSION/CHASSIS
 - 4 wheel disc ABS braking system
 - Heavy duty front and rear suspension
 - Heavy duty front and rear stabilizer bars
 - KEY EXTERIOR FEATURES
 - Color - White
 - Spare tire wheel/conventional
 - Tires all season black wall radial tires – P235/55R17BSW or equivalent
 - Full wheel covers
 - Left and right side view mirrors
 - KEY INTERIOR FEATURES
 - Air Bags – Dual stage driver and passenger with front seat side
 - Interior is to be either dark or medium in color

- Air conditioning
- Power door locks
- Rear defroster
- AM/FM radio
- Radio suppression package
- Auxiliary fuse block
- Power windows
- ADDITIONAL FEATURES
 - Vinyl front and rear seating (or approved equal)
 - Front and rear vinyl (or rubber) flooring
 - Door and switch controlled interior lighting
 - Radio 2-way pre-wire
 - Deck lid release on door
 - Door ajar indicator lamp
 - Modify rear doors to 90 degree opening for ease of entry
 - Front head room: 38 inches or more
 - Front hip room: 55 inches or more
 - Front leg room: 40 inches or more
 - Front shoulder room: 57 inches or more
 - Rear head room: 36 inches or more
 - Rear hip room: 55 inches or more (which may include up to 4 inches beyond edges of seat to nearest point on door, at hip level.)
 - Rear leg room: 39 inches or more
 - Rear shoulder room: 59 inches or more
 - Distance between ground and center of the top surface of front/rear passenger seat adjacent to door: between 18 and 26 inches
 - Front and rear step-over distance from ground may not exceed 18 inches
 - Distance from rear seat back (at hip level) to B-pillar: 28 inches or more
- EVENT RECORDING SYSTEM
 - IDRIVE model # IDR-CAM-X1-4GB50 Dual Camera VEDR (or approved equal)
 - High definition event recorder
 - Wireless transfers of events to base station
 - Self-managed reviews
 - Data and events must reside on site
 - Adjustable length of recordings and G-force settings

All MBTA supplied vehicles used in RIDE operation should be white in color and shall be decaled "THE RIDE" in black lettering within a 6" inch yellow colored stripe around the vehicle. Additionally, a 1" stripe color specific to THE RIDE service area shall be located on the bottom of the yellow stripe and a blue 1" stripe on the top. The yellow and blue stripe should be similar to existing MBTA colors. The specific color scheme unique to each service area will be determined at the time of the contract award. In addition, each contract vehicle will be assigned a distinct property number. Finally, all contract vehicles shall be identified as follows with 2" inch block letter, black in color located on bottom right, rear quarter panel (vans shall be so marked; sedan signage may be adjusted depending on space restraints with prior approval of the Authority):

Vehicle Owner: (Name)_____

This vehicle operated under contract to the MBTA by Insert Contractor Name.

Contractor Name Telephone Number: _____

APPENDIX E: SPECIFICATIONS FOR CONTRACTOR-OWNED VEHICLES

All contractor supplied vehicles used in RIDE operation should be white in color and shall be decaled "THE RIDE" within a 6" inch colored stripe around the vehicle specific to THE RIDE service. The specific color scheme unique to each service area will be determined at the time of the contract award. In addition, each contract vehicle will be assigned a distinct property number. Finally, all contract vehicles shall be identified as follows with 2" inch block letter, black in color located on bottom right, rear quarter panel (vans shall be so marked; sedan signage may be adjusted depending on space restraints with prior approval of the Authority):

Vehicle Owner: (Name) _____

This vehicle operated under contract to the MBTA by Insert Contractor Name.

Contractor Name Telephone Number: _____

In providing service in this system, Contractors may use only wheelchair accessible vehicles for non ambulatory customers. All vehicles shall be ADA compliant, have forward facing passenger seating and/or wheelchair positions, have heating and air conditioning, have functioning and accessible seat belts, be equipped with a first aid kit, fire extinguisher, and a fire blanket, be adequately padded, have ample leg room, a functioning lift or ramp system, a raised roof, wheelchair tie-downs, air conditioners, a functioning speedometer and odometer, and a functioning interior light within the passenger compartment. All vehicles shall be cleaned weekly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detract from the overall appearance of the vehicle. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges. Wheelchair accessible vehicles shall not be in use beyond 7 years and 3 months from date in service if purchased new, date of manufacture if purchased used. Sedans shall not be in use beyond 6 years and 3 months from date in service if purchased new, date of manufacture if purchased used. There is no restriction on mileage; however, all vehicles must conform to the standards set forth in this document. The Authority reserves the right to prohibit a vehicle from use at any time during the contract period. The MBTA requires adherence to this standard for all Authority owned vehicles as well. Furthermore, all vehicles must pass a legal State inspection, and shall comply with applicable Federal Motor Vehicle Safety Standards and the Americans with Disabilities Act (ADA).

Vehicles used in providing service for ambulatory or semi ambulatory customers must meet the above requirements, with the exception of the requirements for a raised roof, lift or ramp, and wheelchair tie-downs. The MBTA in an effort to be more environmentally responsible and for a cost effective standpoint would prefer "Hybrid" vehicles.

Each vehicle operated by Contractor under the terms of this contract shall be equipped with a Mobile Data Computer system with turn by turn GPS capabilities (or comparable communication device), recorded Voice Communication system in contact with a base, Automatic Vehicle Locator device (AVL) and video/audio event recorders. MBTA supplied vehicles are supplied with video event recorder (presently DriveCam units). Contractors shall provide the same or comparable product and plan on supporting these devices. Contractors are required to supply the Authority with a device(s) (to include all related expenses to obtain, install, and maintain all applicable hardware and software) capable of monitoring all of the Contractor's fleet communication system for all vehicles engaged in transporting RIDE customers. In addition, each vehicle must undergo a daily pre-operational "Circle Check" in accordance with Exhibit D.

Additional Vehicle Specifications

A. Lift-equipped Vehicles- For Non-Ambulatory and Ambulatory Customers

- a) Interior Height- Minimum Headroom of 72"
- b) Ambulatory Seating- Forward-facing, fold-a-way seating for a minimum of 7 passengers. Seats shall have armrests on the aisle side with handholds on seat back. All seating shall be equipped with proper lap restraints and lap and shoulder restraints on outboard positions.
- c) Wheelchair Securement- Minimum of 2 forward-facing wheelchair positions per vehicle. Floor pocket or floor track system design with integrated tie down, lap and shoulder restraints. Type-Q-Strait, Sure-Lock Kinedyne, or approved equal.
- d) Wheelchair Lift- Shall have a minimum of 800 pounds lifting capacity, be equipped with an emergency brake interlocking system, and is to be located on the curbside of the vehicle. Type-Braun Millenium Series, Ricon S-Series, or approved equal.
- e) Lift Door- Single, or double, door design with recessed foot and head lighting to illuminate lift and curb area. Said lighting to be activated when lift doors are opened.
- f) Passenger Door- Single or bi-fold door of structural steel design with safety glass panels for maximum driver visibility. Door(s) shall have a minimum of 25" wide clear opening if "transit" style design; or a minimum of 22" wide clear opening if "sedan" style design and a minimum of 85" in height. Stepwell shall have a maximum ground to first step height of between 10 and 11.5" and step risers of not more than 9".
- g) Driver Seating Position- The interior design shall afford the driver unimpeded ready access into the passenger compartment and towards the passenger door.
- h) Floor Plan Design- The floor in the Passenger area must be level, with an unobstructed path of travel, and covered with a non-slip commercial grade flooring material (RCA or approved equal). Floor plans that incorporate a "transition step" are prohibited.
- i) Air Conditioning- Front and rear air/auxiliary-conditioning units, with a minimum of 2-speed fan settings, are required. The units must be capable of maintaining customer comfort at variable engine speeds throughout the spring and summer months.
- j) Heating- Front and rear heating units, with a minimum of 2-speed fan settings, are required. The units must be capable of maintaining customer comfort at variable engine speeds throughout the colder months.
- k) Interior- All workmanship must be finished and all surfaces must be free from any protrusions and sharp edges.
- l) Stanchions- Stanchions shall be situated throughout the vehicle and feature textured heavy duty, pre-molded, energy absorbing padding on all vertical and horizontal members. The padding shall be yellow in color; or, if padding material is another color, then yellow striping shall be applied to each stanchion to enhance visibility.
- m) Back Up Alarm- In addition to normal audio alert when vehicle is in reverse gear; the vehicle shall be equipped with an audio and visual sonar proximity warning device to alert the driver of any obstacle in close proximity to the rear of the vehicle.

B. Low Floor Ramp Equipped Minivans- For Non-Ambulatory and Ambulatory Customers

- a) All seating shall be forward facing.
- b) Wheelchair Ramp- Ramp may be either automatic, or manually deployed type.

- c) Wheelchair Securement- Minimum of 2 forward-facing wheelchair positions per vehicle. Floor pocket or floor track system design with integrated tie down, lap and shoulder restraints. Type- Q-Straint, Sure-Lock Kinedyne, or approved equal.
- d) Air Conditioning- Front and rear air-conditioning units, with 3-speed fan settings, are required. The units must be capable of maintaining customer comfort at variable engine speeds throughout the spring and summer months.
- e) Heating- Front and rear heating units, with 3-speed fan settings, are required. The units must be capable of maintaining customer comfort at variable engine speeds throughout the colder months.
- f) Interior- All workmanship must be finished and all surfaces must be free from any protrusions and sharp edges.
- g) Driver Seating Position- The interior design shall afford the driver unimpeded ready access into the passenger compartment and towards the passenger door.

C. Sedans- For Ambulatory Customers

- a) Capacity- Vehicle must be a full size, mid-sized or crossover, four door sedan style vehicle with seating for up to four customers.
- b) Vehicle door openings and roof design shall provide easy access for Paratransit customers.
- c) Seating Material- Cloth seating is prohibited without prior written approval from the MBTA.

APPENDIX F: STRATAGEN'S ADEPT SOFTWARE

ADEPT SCHEDULING AND DISPATCH SOFTWARE

StrataGen Systems, Inc. will provide ADEPT product licensing, implementation services, and appropriate training for the following ADEPT products:

- **AVL Viewer Module & Interface:** provides interface with 3rd party hardware to provide vehicle tracking as updated by latitude and longitude data from AVL devices in vehicles, including ability to reflect speed, direction, vehicle id, route id. This sub-module also allows review of route histories for as far back as the data is desired to be stored.
- **Archiving:** process to update and maintain the historical trip data and provides for review and correction of manifests and trip information as necessary for data accuracy.
- **Client Operations:** delivers a comprehensive solution for tracking the client application process including functional assessment, eligibility certification and registration. The module also provides for the scheduling of both demand and standing order trips through the reservations and subscription sub-modules as well as suspension of services if necessary.
- **Complaints:** provides recording and reporting of customer complaints and commendations with interaction by unique provider for responses.
- **Dispatch:** provides a comprehensive and interactive method for monitoring and moving customer trips on individual route manifest level. Module also provides an easy method to identify scheduled, waitlisted, will call, standby, canceled, failed, illegal, or taxi trips.
- **Dispatch Alert:** tool to assist dispatch staff in early identification of potentially late trips. Also provides for tracking of specific riders if necessary to ensure on-time pick/drops; provides ability to identify vehicles exceeding a predefined speed. Utilizes AVL data and driver performs for 'real-time' functionality.
- **Debit Fare Module:** provide client fare transaction management and notification. Client accounts can be credited with amounts of money and debited as trips are booked. Trips cannot be scheduled if the amount of reserved trips exceeds the account credit. Balances viewed in Client Operations.
- **IVR Module & Interface:** provides interface with 3rd party interactive voice response (IVR) technology to enable Paratransit passengers, caregivers, and service providers to request, book, confirm or cancel trips as well as the ability for automated call back to clients to remind passengers of trips, and pre- arrival notification to riders.
- **Manifests Use:** Provides access to standard or custom Manifests for identification and printing of trips by route and date.
- **MDC Module & Interface:** allows real time interface with 3rd party MDC hardware to record trip data and update various ADEPT modules (Dispatch, Dispatch Alert, Trip Archive, Client Operations).
- **Reoptimizer:** provides the ability to do both finite and global rescheduling of client trips, either same day or days in advance. This module allows for individual provider reoptimizations down to route level.
- **Reporting Options:** Utilizes Microsoft SQL Reporting Services to access standard reports, offering ability for sites to expand reporting functionality by building own reports. Also provides access to custom MBTA reports as well as Ad Hoc reporter to develop simple queries for data mining.

- **Safety & Security:** provides the ability to track and report client safety and security issues including vehicle, driver, and provider identification.
- **Security Manager:** provides the ability to establish user defined security groups and assign specific individuals to groups, with unique level of user rights regarding functionality for all modules and reports.
- **Subscription Viewer:** allows users to review subscription use by route by day by type of subscription (manual or automatic) and allows modification of subscription trips.
- **System Manager:** provides access to user defined lookup and system tables for user modification as afforded by the Security Manager. Sub-module also provides access to configuration tables and other utilities as defined by the user rights.
- **Travel Oracle:** defines specific service areas as well as street speeds and unique speed regions in order to reflect actual travel environment and delivery of service preferences.
- **Web Module:** provides for online trip booking and client services whereby clients can register, book, verify, schedule or cancel trips quickly and easily through an MBTA/provider web site.

The Adept software suite can be either implemented at an MBTA site (centralized) with remote access for the service providers using Terminal Server or other MBTA approved access; or remotely installed at provider sites (distributed environment) and allow MBTA oversight and report functionality using each provider's data; includes data transfer of the client data and debit fare system information as is currently in place.

Mobile Data Computers (MDC/T's) and Automated Vehicle Location devices (AVL)

For the purposes of providing the mobile computing functionality required in the RFP, StrataGen Systems, Inc. provides the following information:

StrataGen has successfully developed an application interface for the following vendors who providing mobile units and vehicle location technology:

The vendors are listed alphabetically and not in any particular order or preference.

Digital Dispatch Systems Inc.

11920 Forge Place
Richmond, British Columbia. Canada
(604) 241-1441
V7A 4V9

GreyHawk Technologies, Inc.

Washington Corporation
11500 N.E. 76th Street, Suite A-3
Vancouver, Washington U.S.A 98662-3901
(360) 891-1951

Mentor Engineering Inc.

2891 Sunridge Way N.E., Suite 230
Calgary, Alberta Canada
(403) 777-3760
T1Y 7K7

Orbital Sciences Corporation

7160 Riverwood Drive

Columbia, MD U.S.A. 21046-1245
(443) 259-7210

Each mobile computing vendor would be responsible for the provision and installation of the following:

- all in-vehicle hardware (Windows CE preferably) and software (including the ability for smartcards);
- identification of a Public Data Network (PDN) for wireless communications;
- wireless communications hardware and software as necessary to allow for integration with PDNs wireless network;
- dispatch center mobile data communications hardware (e.g. MDC/T server) and software;
- use of the StrataGen's API application to communicate with the ADEPT system; and
- any and all other items required by the RFP for a complete mobile computing solution.

Interactive Voice Response (IVR)

For the purposes of providing IVR functionality required in the RFP, StrataGen Systems, Inc. provides the following information:

StrataGen has successfully developed application interfaces with the following vendors providing Interactive Voice Response based technology:

Unified Dispatch, LLC

2400 Lincoln Avenue
Altadena, CA 91001
Ph: 410.552.9494
Fax: 410.510.1673
www.unified-dispatch.com

Ontira Communications, Inc.

400-1286 Homer Street
Vancouver, BC V6B 2Y5
Canada
Ph; 604.669.1070
Fax: 604.669.1080
www.Ontira.com

SYSTEM REQUIREMENTS

Network Architecture

- Either a single Microsoft Windows(R) Domain, or multiple Windows Domains with FULLY transitive trusts for seamless authentication. All servers and clients MUST be joined to the domain.
- SQL Server login must use either the local system account or an account that is a member of the local Administrators group.
- In a multi-server environment, there must be a domain account that is a member of the local Administrators group on each server, and that account must be used in the COM+ configuration

of ADEPT.

- Minimum of 10 Mbps Ethernet connections to the desktop workstations.
- Minimum of 100 Mbps Ethernet connections to the servers.
- High speed remote access via Remote Desktop, LogMeIn, or PC Anywhere Version 11 (or later), into the site(s) where the ADEPT system is installed, including access to the ADEPT database. This is for support purposes.
- If there are remote offices, a point-to-point T1 line is required. Use of any other connectivity options is dependent upon the site's data volume and may impact system performance.

Environment

The ADEPT environment consists of several server roles: Application Server, Database Server, Report Server, Web Server, IVR Server and MDC Server. These roles can either all be on the same physical server (a "single-server" environment) or on separate servers (a "multi-server" environment), depending on your site's needs. For small and medium sites, a single-server is sufficient for the Adept Application Server, Database Server, Report Server, MDC Server, IVR Server. A separate Web Server is required for the Web Scheduling Module (Manage My Trips) as sites normally want this on the firewall due to access by riders. Common server environments have the following:

Primary Adept-SQL Server: Core Adept software, Adept MDC Component, Adept IVR Component, SQL Server

Reporting Server: Adept Reporting Services component, Adept Dispatch Alert Component, SQL Server Reporting Services; IIS Admin services

- ADEPT is supported in a clustered environment:
 - Windows Server 2003 Enterprise or Datacenter (Note that clustering features are installed by default in Server 2003.)
 - Windows Server 2008 R2 Enterprise or Datacenter (Note that clustering features must be manually enabled in Server 2008.)
 - When clustering the database server, there are no special requirements for ADEPT.
 - When clustering the application server, ADEPT must be installed on a shared storage location that all nodes in the cluster have access to.
- ADEPT is supported in Windows Server 2003 Terminal Services R2, Windows Server 2008 Remote Desktop Service, and Windows Server 2008 R2 Remote Desktop Service environments, in the following scenario:
 - ADEPT Client is installed on the machine running Terminal Server and separate machines (typically "thin clients") access the Terminal Server via Remote Desktop Connection sessions.
 - Note that in a Terminal Services environment, the Terminal Server role must be enabled and the terminal server configuration for permission compatibility must be set to "Relaxed".

Server Software

Microsoft Windows Server 2003 (32-bit only) or 2008 (32- or 64- bit) or Windows Server 2008 R2 (64-bit only)

- Microsoft SQL Server 2008 (32- or 64-bit) or R2 (64-bit)

- Microsoft .NET Framework Version 4.0 or later

Minimum Server Hardware

Note: Disk space requirements are for a basic install of the ADEPT system. Add-on modules can greatly expand the disk space required for normal operation.

- Intel Xeon 2.0 GHz Quad Core processor (or equivalent)
- 8 GB RAM
- 500 GB total storage (RAID-configured – Multiple drives, hot swappable)
- 100 Mbps Ethernet NIC
- For a Terminal Services/Remote Desktop Services machine, the following is recommended:
 - Minimum 4 CPU cores and 8 GB RAM
 - Minimum 256 MB RAM and 500 MB disk space per concurrent user session

Minimum Client Software

- Microsoft Windows XP Professional or Windows 7 (Enterprise, Professional, or Ultimate) (32/64-bit)
- Microsoft .NET Framework Version 4.0 Client Profile or later

Note: Microsoft .NET Framework is automatically installed as part of the ADEPT Client installation.

Minimum Client Hardware

Note: Disk space requirements are for a basic install of the ADEPT system. Add-on modules can greatly expand the disk space required for normal operation.

- Intel 1 GHz processor (or equivalent)
- 512 MB RAM
- 500 MB of available disk space for ADEPT software
- Video card capable of 800x600 and High Color resolution
- 10 Mbps Ethernet NIC

MBTA service requirements drive a more robust environment to accommodate the large amount of Trip, Route, and GPS information involved in the MBTA service environments. In addition, the MBTA utilizes all StrataGen modules in the provision of high level service, requiring high end servers and storage to accommodate both the service needs and storage requirements over the length of the proposed contract. StrataGen systems will assist in identification of provider server and network resource as necessary to fulfill MBTA needs.

In-Vehicle Equipment Requirements

System must provide for:

- 'Real-time' tracking of any/all Paratransit vehicles in service
- 'Real-time' confirmation of vehicle arrival, performs (of boarding/deboarding)
- Automatic count-down for 'No Show' according to MBTA policy
- Authentication of vehicle position at time of 'No Shows'
- Interaction with ADEPT and IVR system for Arrival Notification calls to riders

- Ability to send and received canned text messages between dispatch and drivers
- AVL location at frequent and consistent intervals (odometer or GPS)
- Trip data (stop locations and trip info in list and detailed formatted screens)
- In-Vehicle Navigation (GPS)
- Off-line data storage – store AVL and Performance data when not connected to network. Commonly called ‘store and forward’
- Redundancy – ability to report data to secondary IP Addresses for failover
- WAN Modem (GPRS, CDMA) or Radio network
- Wireless Programming (over-the-air remote firmware updates)

Contracted Provider’s mobile computing vendor would be responsible for providing and installing the following:

- All in-vehicle hardware (Windows CE preferably) and software (including the ability for smartcards);
- The wireless communications network on which the system is to operate;
- The wireless communications network hardware and software;
- Dispatch center mobile data communications hardware (e.g. MDT server) and software;
- The application to communicate with the StrataGen ADEPT scheduling system; and
- All other items required by the RFP for a complete mobile computing solution.

Questions may be submitted to:

Garrett Erb, Senior Project Manager
Garrett.Erb@StrataGen.com
 Phone: 386-663-7586; Cell: 386-402-6830