



CAPE COD REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

FOR

TRANSIT MANAGEMENT SERVICES

CAPE COD REGIONAL TRANSIT AUTHORITY

July 17, 2023

CCRTA_RFP_2317

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INTRODUCTION

The Cape Cod Regional Transit Authority (CCRTA) is seeking to contract for qualified transit management services of a qualified Contractor to manage CCRTA's coordinated paratransit service (Dial-A-Ride Transportation/DART; SmartDART (application based paratransit); Boston Hospital Trip – BHT; Americans with Disabilities - ADA) and fixed route services (SeaLine, Barnstable Villager, Hyannis Loop, Bourne Line, Sandwich Line, Hyannis to Orleans (H2O), Flex, and summer services). In accordance with current Federal Transit Administration (FTA) guidelines, the selected Management Contractor will provide transportation management services commencing **October 1, 2023**, for a term of one (1) year ending **September 30, 2024**, at the discretion of the Administrator. Additionally, there is a possibility of four, one-year extensions to **September 30, 2028**, again at the discretion of the Administrator.

Management Services RFP Timeline

Advertise RFP in Boston Globe & CCRTA website	July 17 – July 23, 2023
Pre-Proposal Conference	July 26, 2023
Last Day for Questions for this Management RFP	August 1, 2023
Proposals Due @ 2:00 p.m.	August 7, 2023
Schedule Interviews	August 11, 2023
Conduct Interviews	August 16 – 18, 2023
Recommendations of Award to Advisory Board	September 1, 2023
Advisory Board Approval	September 8, 2023
Negotiate/Sign Management Contract	September 11 – September 15, 2023
Transition Period for Management	September 18 – September 30, 2023
New Management Contract Begins	October 1, 2023

The RFP Consists of Seven (7) Sections:

- 1) General Information
- 2) Submission Format
- 3) Evaluation Criteria
- 4) Scope of Work
- 5) Checklist and Forms
- 6) Cost Proposal
- 7) Attachments

Section One
General Information

1.) GENERAL INFORMATION

CCRTA currently provides public transportation services in the 15 Towns comprising Barnstable County (Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, Yarmouth) with 64 fixed route revenue vehicles including, 30-foot transit buses, four trolleys in seasonal service and 26 foot and 28 foot mini-buses. In addition, CCRTA operates 69 smaller cutaway vehicles ranging from four to twelve passengers that provide Demand Response (DART and SmartDART) service. All CCRTA vehicles are equipped with Intelligent Transportation System (ITS) hardware and software including Global Position System (GPS)/Automatic Vehicle Location (AVL), and Mobile Data Computers. The CCRTA owns all vehicles, equipment, materials, and supplies, as well as the Hyannis Transportation Center built in 2002 and a Maintenance/Operations Center facility in Dennis, MA completed in 2007.

The DART (Dial-A-Ride Transportation) System:

CCRTA provides DART demand-response paratransit service in all member towns of the Authority. This service is by appointment only and trips must be scheduled in advance. Trips are available to the general public with elderly and handicapped receiving priority. Additionally, CCRTA provides SmartDART (a smartphone app-based transportation paratransit service), currently in operation in three Cape towns, with expected expansion to all 15 Cape towns over the next 2 to 3 years. Also included under the paratransit system are Americans with Disabilities (ADA) transportation, currently scheduled by Operations through private transportation providers and the Boston Hospital Trip bus, providing transportation from defined stops on the Cape to the major Boston hospitals.

Scheduling and dispatching of such services are performed at our Operations Center located at 40 American Way in South Dennis. Telephone reservations from passengers are received in advance and are processed for scheduling of regular DART and Boston Hospital trips and through a same day on-demand smart phone app for SmartDART. An appropriate vehicle is dispatched to pick up and later to return the passenger for DART and SmartDART. A two-way radio system is utilized for vehicle voice communication and a mobile data terminal for test and schedules.

The vehicles used in providing these services are owned by the Authority and all are equipped with wheelchair lifts. The vehicles are provided to the Operating company as part of the operating contract, which contain strict guidelines for the maintenance and care of the vehicles. The vehicles range from 4 -12 passenger vans to 16-20 passenger mini-buses. A larger bus is used to provide the Boston Hospital trips and ADA trips are scheduled through private transportation providers.

Fixed Route Services:

- Year-Round Fixed Route Service

Presently, year-round fixed route services provided by the Authority are; the SeaLine/Hyannis to Woods Hole, the Barnstable Villager/Hyannis Transportation Center to Barnstable Village, the Hyannis Crosstown, the H2O/Hyannis to Orleans, Bourne Run/Wareham to Mashpee Commons, and the Sandwich Line.

- Flex Route

The Flex Route is a hybrid fixed route. Passengers may call up to 2 hours in advance to schedule a deviation up to ¾ of a mile off the route. The current route originates in Harwich and terminates in Provincetown.

- Summer Shuttle Services

In the summer, three summer shuttle services were provided as follows: in Hyannis the Main Street Trolley, in Falmouth the WHOOSH Trolley and in Provincetown, the Shuttle provided service between Provincetown and North Truro.

Human Service Transportation (HST):

Effective with the Start of FY2023 (July 1, 2022), the Cape Cod Regional Transit Authority no longer provides transportation under the Commonwealth’s Human Service Transportation (HST) program. However, there is a possibility that this program may be restored in the future, and should that occur, advance notification will be provided to the Operating company.

Strategic Plan and Path Forward:

In the Fall of 2022, CCRTA finalized a ten-year strategic plan with supporting five-year capital budget. The plan is attached to this document as Attachment G. Bidders are encouraged to review this document as the winning management company will share significant responsibility in the implementation of this plan. This may include construction of a new operations facility, but will include the conversion of the fleet of fossil fuel vehicles to zero-emissions vehicles by 2030 or as early as practical after that date.

Current Staffing Levels

As of April, 2023, the staffing levels for the CCRTA Contractor staff are as follows”

The Selected Contractor Employs (staffing levels vary depending on seasonal variations):

Union Personnel:

UNION PERSONNEL (ATU 1548):

- 50 Full-time year-round Operators
- 30 Part-time year-round Operators
- 5 Seasonal Operators (May through September)
- 5 Full-time year-round Mechanics
- 1 Full-time Mechanic Apprentices
- 3 Full-time year-round Utility employees
- 1 Full-time year-round Janitor
- 1 Full-time year-round Electronics Technician
- 1 Full-time year-round Bookkeeper
- 1 Full-time year-round Clerical/Bookkeeper
- 1 Part-time year-round Clerical/Bookkeepers
- 2 Full-time year-round Schedulers
- 6 Full-time year-round Dispatcher/Schedulers
- 2 Part-time Seasonal Dispatchers
- 109 Total Union (ATU 1548) Personnel**

NON-UNION PERSONNEL:

- 1 Full-time year-round Operations Supervisors
- 3 Full-time year-round Road Supervisors
- 1 Full-time Facility Custodian

- 1 Full-time Call Center Supervisor
- 1 Full-time Call Center Assistant
- 1 Full-time year-round-Safety & Training Manager
- 1 Full-time year-round Human Resources/Risk Manager
- 1 Full-time year-round Maintenance Manager
- 1 Full-time year-round Assistant Maintenance Manager
- 11 Total Non-Union Personnel**

CCRTA is committed to provide the proper staffing level for required and desired services as needed. The above list has been representative of past requirements but we recognize the changes in a post-COVID world and how that has dramatically changed the provision of public transportation. Consideration of changes to these employment levels require administrative approval but will always be considered.

CCRTA currently has a contract for transportation management services with *MV Transportation, Inc.* that has managed the system since 2011. Drivers, Mechanics, Dispatchers/Schedulers, Utility, Clerical and Bookkeeping are represented by Amalgamated Transit Union (ATU) Local 1548. The current labor contract between ATU Local 1548 and MV Transportation, Inc. expires on 09/30/2025.

As a matter of public record, the following documents are included in this RFP:

- Labor Agreement between MV Transportation and the ATU (See Attachment A)
- A simplified version of our FY23 Operating Budget for the CCRTA (See Attachment B)
- Current Contract and five amendments between CCRTA and MV Transportation of Cape Cod (See Attachment C)

Section Two
Submission Format

2.) SUBMISSION FORMAT

A Signed Original, and one electronic copy on a flash drive (or file hosting service such as Dropbox or Google Docs) of the proposal should be mailed or delivered to:

Thomas S. Cahir, Administrator
CCRTA
215 Iyannough Road, P.O. Box 1988
Hyannis, MA 02601

* Be aware that CCRTA does not receive USPS mail delivery to the street address. Anything mailed to CCRTA **MUST** be addressed to the post office box unless sent via UPS or FedEx or other courier.

Contact Information: Debra Shores at 508-775-8504 x249 or dshores@capecodrta.org. Email preferred.

Submission Deadline:

Proposals must be received at the CCRTA Administrative Offices no later than 2:00 p.m. on Monday, August 7, 2023. Proposals received after the date and time specified may be rejected as non-responsive and be returned to the respondent unopened. All proposals must be in two sealed envelopes clearly marked *Proposal for CCRTA Management Services* and *Proposed Monthly Management Fee* (Cost Proposal).

- CCRTA reserves the right to accept or reject any and all proposals as it deems in its best interest.
- CCRTA reserves the right to request additional information from any proposer at any time during the evaluation and selection process.
- CCRTA reserves the right to exercise a Best and Final Offer (BAFO) of cost proposals after finalists have been selected if we believe it is in our best interest to do so.
- Lastly, CCRTA reserves the right to negotiate over all aspects of the proposal.

A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids. Issuance of the RFPs does not commit CCRTA to award a contract, to pay any costs incurred in preparation of the proposals in response to this request, or to contract for services.

Pre-proposal Conference:

A pre-proposal conference to discuss the details of the RFP will be held on Wednesday, July 26, 2023 at the Hyannis Transportation Center at 1:00 p.m. Questions addressed at that meeting will be summarized and answers posted to the CCRTA website as part of this procurement. Additional questions concerning this proposal must be submitted by email to dshores@capecodrta.org and will be received until the close-of-business at 4:30 p.m. on Tuesday, August 1, 2023. No questions will be answered until all have been gathered on the 2nd and then answers will be posted to our website under this procurement. ***Questions and answers will not be posted to any other locations for this procurement.***

Revisions to the RFP:

Any change in the conditions or terms of this RFP will be accomplished by an addendum, in writing, posted to our website. All such addenda shall become a part of the contract. It is the bidder's responsibility to check our website periodically for addenda and/or notices pertaining to this RFP. CCRTA will **NOT** be notifying bidders of changes by email or otherwise.

Required Clauses and Certifications: Attachment D contains the forms required by the Federal Transit Administration and the Commonwealth of Massachusetts. No proposal will be considered without an original signed copy of all forms in this section at the time that finalists are selected. It is recommended that all bidders submit these originals when the proposal is delivered. *By submitting a proposal, bidders are agreeing to abide by the Federal Clauses identified in Attachment D which will be included in any contract negotiated as a result of this procurement.*

Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit proposals in response to the request and will not be discriminated against on the grounds of race, color, sex, disability, national origin or veteran's status in consideration for an award. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil rights regulations. CCRTA has a goal of 1.28% percent for DBE participation in its overall contracting. This low percentage is artificially low due to COVID Relief funding. Bidders should expect that future years will see a DBE goal of approximately three percent. There will be bonus points added to bidders who meet our projected future goal of three percent. DBEs are encouraged to respond to this solicitation notice.

This project is financed in part through a grant from the FTA, and any contract entered into is subject to the provisions of applicable laws governing that grant. The successful proposer and any Sub-Contractors shall be required to comply with all applicable federal, state, and local laws and regulations.

Protest Procedures:

Protests will only be accepted by the CCRTA from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The CCRTA will consider all such protests, whether submitted before or after the award of a contract. All protests must be in writing and conform to the following requirements:

- Be concise and legally arranged
- Provide name, address, and telephone numbers of protester
- Identify the solicitation or contract number
- Provide a clear and detailed statement of legal and factual grounds of the protest, including copies of all relevant documents
- A statement as to what is requested

CCRTA's detailed *Protest Procedures* are available on our website.

Best and Final Offer (BAFO)

CCRTA may request a BAFO from all remaining qualified bidders after review of the proposals if it is in the best interest of CCRTA to do so. In the event that a BAFO is requested, the process will include a notice to finalists that a BAFO has been requested, a date and time will be set for submission of the BAFO, and an address (physical or email) where the BAFO is to be delivered. Award of the contract will be made to the responsible bidder whose proposal is most advantageous to the CCRTA's program with price and other factors considered. It is recommended to bidders that proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

Section Three
Evaluation Criteria

3.) EVALUATION CRITERIA

RFPs issued by CCRTA for the purchase of transit management services shall contain the following *Technical and Pricing Criteria for Selection*. CCRTA will negotiate the terms and provisions of a final agreement with the proposer receiving the highest combined technical and cost proposal score, based on the evaluation criteria herein. The *Technical Proposal* will constitute 80% of the full score and the *Cost Proposal* the final 20%. CCRTA will use the *Best Value* selection process for this procurement, which is a selection process that proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, demonstrated ability to successfully provide services, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to CCRTA. The following evaluation forms will be used in evaluating proposals and follow-up interviews.

Part 1: Technical Evaluation Criteria: **Total weighted score of the Technical Proposal is Equal to 80% of the Overall Score*

Criteria % Weight x Score = Weighted Score	Weight		Score		Final
Qualifications and Experience of Proposed Management Team	.02	x		=	
Support Services Available to Management Team, including, but not limited to: <ul style="list-style-type: none"> • Demonstrated process and success for the recruitment and retention of drivers and technical employees (e.g. mechanics) • Demonstrated success related to the use of economy of scale procurement of equipment, parts, and maintenance supplies resulting in cost savings to the CCRTA • Well established background check/screening process for new employees • Budget preparation and forecasting in coordination with the CCRTA management team • On-line and in-person training materials and classes, including training programs for safety, electric vehicle operation and maintenance, and general training support, as needed 	.05	x		=	
Qualifications and Experience of the Firm					
Paratransit experience	.04	x		=	
Fixed route experience	.04	x		=	
Transportation brokerage experience	.01	x		=	
Experience in the development and/or operation of computerized scheduling/dispatching/reporting systems and on demand ride share systems.	.02	x		=	
Compatibility of the firm's coordinated paratransit philosophy and management approach with the goals of the CCRTA	.01	x		=	
DBE Certification Points (Up to four points awarded)	.01	x		=	
TOTAL WEIGHTED SCORE*					

MAXIMUM TECHNICAL EVALUATION SCORE IS 4.00

Score Definitions:

16 - 20 = Excellent

11 - 15 = Good

6 - 10 = Fair

1 - 5 = Poor

Part 2: Cost Proposal Evaluation Criteria: *Total weighted score of the Cost Proposal is Equal to 20% of the Overall Score

Criteria % Weight x Score = Weighted Score	Weight		Score		Final
*Management Fee (Option 1)	.025	x		=	
*Management Fee (Option 2)	.025	x		=	
TOTAL WEIGHTED SCORE*					

MAXIMUM COST PROPOSAL SCORE IS 1.00

*Note: Services provided under the Management Contract do not include payroll processing for union and non-union employees; and accounts payable processing of invoices (with exception of very limited costs that may need to flow through the management company (e.g., background checks, employee reimbursement for incidentals, etc.). The management fee is processed on a monthly reimbursement basis and incidental costs that may be incurred directly by the management company are reimbursed no less than on a monthly basis. There are 2-options for processing payroll (and related fringe benefit costs and payroll taxes) for the General Manager and the Assistant General Manager: 1) paid by the management company (which would be included in the monthly management fee) or 2) as part of the direct cost incurred by the CCRTA through the existing payroll system. The bid should reflect the cost of both options, with the final option to be selected by the CCRTA. Given that all costs are incurred directly by the CCRTA and the CCRTA reimburses the management company for incidental cost incurred, it is expected that the proposed management fee would take this into account.

Score Definitions:

- 16 - 20 = Less than Present Contract Management Fee
- 11 - 15 = Within 5% of the Present Contract Management Fee
- 6 - 10 = Within 6-10% of Present Contract Management Fee
- 1 - 5 = Within 10-15% of Present Contract Management Fee
- 0 = Greater than 15% of Present Contract Management Fee

After proposals are received, CCRTA reserves the right to request additional information from any proposer. All proposals and associated interviews will be ranked in descending order of acceptability, based upon the evaluation criteria.

Contract Development: Upon selection of the highest combined-score proposer, CCRTA will enter into negotiations to ensure that the proposer’s fee can be accommodated in the CCRTA budget. It is the intention of CCRTA to negotiate a fixed fee contract for one (1) year with the option of four, one-year extensions at the discretion of the CCRTA. The Contractor's proposal shall form the basis of those procedures.

If attempts at negotiation do not produce a proposer’s fee that is acceptable to the CCRTA, the second and third highest combined-score Contractors (in that order) will be negotiated with until the CCRTA is satisfied with the proposer’s fee. A *Notice to Proceed* will be issued to the successful proposer and CCRTA shall then enter into a contract as expeditiously as possible. Unsuccessful firms will be notified at the earliest practical time of the outcome of the selection process.

The contract will be drafted separate and apart from the current contract of 2016, held by MV Transportation, Inc. and the CCRTA (Attachment C). It is possible that terms and conditions, language throughout the document, and numbers throughout the document will be altered, however, *CCRTA expects to sign a contract*

that is materially the same as the current contract (with the exception of the HST Broker language services, which is no longer provided under the management contract) so bidders who are not willing to accept provisions in the current contract are expected to identify those issues in their bid response.

Section Four
Scope of Work

4.) SCOPE OF WORK

Scope of Work Overview:

CCRTA Mission Statement

Our mission is to provide excellent customer service through efficient, reliable, safe, and affordable transit options to all of our customers and communities.

The Contractor will provide Management Services required by CCRTA and necessary for the efficient operation of service under policies, standards, and procedures, established by the CCRTA. Qualified Contractors must be capable of providing Management Services including, but not limited to, the following:

A. Management Team:

The management contract shall include a full time General Manager who should reside in Barnstable County and be responsible for all the duties of the General Manager. The individual must have a Bachelor's Degree in Transportation, Business Management, Public Administration or similar field and a minimum of five (5) years of supervisory experience, the majority of which must have been working in a top management capacity in the field of coordinated fixed route, paratransit service or equivalent service. The management contract shall include a full time Assistant General Manager who has a Bachelor's Degree in Transportation, Business Management, Public Administration or similar field, or at least four years' experience in transit management or transit operations and should reside in Barnstable County.

CCRTA works closely and effectively with the management team employed by the current Contractor. We have observed the consequence of a weak team or a team that does not work well with the RTA and how performance directly suffers. Bidders should be aware that the management team of the winning proposal is still subject to prior approval by the Administrator regardless of the company's selection as a result of this solicitation.

Additionally, the CCRTA reserves the right to terminate the employment of the General Manager and/or Assistant General Manager at any time over the duration of the contract and with the consultation of the management company, CCRTA reserves the right to appoint a replacement General Manager and/or Assistant General Manager. Management staff must be available 24-hours-a-day to manage emergencies.

B. The Contractor and their resident management team will be responsible for management of the following:

- 1) CCRTA will provide the Contractor with all equipment, facilities (owned or leased), and operating funds for the operation of service. There are two options for processing payroll (and related fringe benefit costs and payroll taxes) for the General Manager and the Assistant General Manager: 1) paid by the management company (which would be included in the monthly management fee) or 2) as part of the direct cost incurred by the CCRTA through the existing payroll system. The bid should reflect the cost of both options, with the final option to be selected by the CCRTA. Other support personnel required on an as needed basis as determined by the General Manager requires the pre-approval of the CCRTA Administrator and will either be paid directly by the CCRTA or billed by the management company.

- 2) Management Fee and reimbursed by the CCRTA. Included in the Management Fee, the Contractor is responsible for all corporate taxes, fees, and administrative expenses of the company not directly related to the operation (as an example but not limited to, corporate income taxes and the preparation of corporate tax returns).
- 3) Operation of the CCRTA fleet and leased facilities, including scheduling, routing and performance monitoring, supervision of all operations, office personnel, fleet maintenance, computerized scheduling and dispatching, automatic vehicle locators, mobile data computers, smart card/magnetic stripe readers, special projects, ITS communication and software operations on a Local Area Network, and all service related thereto.
- 4) Personnel related services, consisting of employee hiring, firing, discipline, training, safety, compensation, all tasks associated with union and labor issues, and all actions related to EEO/AA, Title VI, ADA, DBE and FTA Drug and Alcohol requirements. The Management Company is required to employ the existing employees, as necessary, in accordance with FTA 5333(b) and covered union contracts. Note: Managerial staff is not covered by collective bargaining.
- 5) Financial and other management services include, but are not limited to the following:
 - Budget preparation and forecasting in coordination with the CCRTA management team
 - Offer economy of scale procurement of equipment, parts, and maintenance supplies resulting in cost savings to the CCRTA
 - Limited billing for the reimbursement of incidental costs incurred by the management company not covered under the Management Fee
 - Compliance with federal, state, and local regulations
 - Preparation of reports and performance monitoring data as necessary for the CCRTA Administrator, staff and/or Advisory Board
 - Recruitment and retention of drivers and technical employees (e.g. mechanics)
 - Provide background check/screening for new employees and periodic updates for existing employees
 - On-line and in-person training materials and classes, including training programs for safety, electric vehicle operation and maintenance, and general training support, as needed
- 6) The Management Company offices will always be open to authorized officials of CCRTA, the Commonwealth of Massachusetts or the United States of America to inspect and audit the books and records maintained by the management company and review the operation.
- 7) The General Manager will be required to be on-site for two (2) weeks prior to October 1, 2023, to arrange for the transition of the successful company. The cost of this activity shall be paid by the selected Management Company.
- 8) Reporting requirements for Federal and State oversight agencies are significant. The Management Company will be required to provide all data required to satisfy this obligation including changes which may occur to the requirements in the future years of the contract.

Service Description

Purpose: The Transit Management Company, hereinafter referred to as “The Contractor,” shall provide operationally dependable, Customer-friendly, fixed route services, paratransit services, and ADA services for passenger use in the most cost-effective manner.

Fixed Route/General Public Paratransit/Boston Hospital Bus (BHT)/Summer Service: Such services shall include, but shall not be limited to day-to-day operation of all services, including:

- Administrative management
- Employment, supervision, hiring, and training of all personnel (including Drivers, Dispatchers, Schedulers, Supervisors, Clerks, and Maintenance personnel)
- Supervision of fixed route and paratransit operations and dispatching of vans/buses
- Providing for Drivers who will be immediately available in the absence of regular Drivers; provide Administrator with plan on how this has been implemented in other facilities and how you intend to fulfill that obligation here
- Maintenance and repair of CCRTA equipment including MAP vehicles leased to other transportation providers on Cape Cod such as Councils on Aging, as needed
- Assisting CCRTA in public relations and promotions
- Financial Management, including preparation of budgets, analysis and report of financial and other matters pertaining to the operation of the services, in coordination with CCRTA
- Clerical bookkeeping, and accounting services related to Contractor invoices and payroll costs submitted to the CCRTA for payment
- Submitting required reports, as deemed necessary by the Administrator
- Reporting monthly performance measurements
- Adhering to the CCRTA complaint resolution policy that meets ADA requirements (procedures must apply to all passengers) (See Attachment E)
- Ensuring that all of the Contractor’s staff undergoes training as outlined in the *Scope of Work* and any other required CCRTA training
- Undertaking a minimum of bi-annual passenger surveys
- Complying with claims procedures, approved by the CCRTA
- Attending meetings, as necessary, and prepare informational reports, as requested by the CCRTA
- Performing any future work that the CCRTA undertakes, at the request of the CCRTA Administrator, in order to maximize the utilization of contracted CCRTA vehicles
- And such other work as may be necessary to comply with the requirements contained herein

Service Area and Hours of Operation

Currently, CCRTA service area includes fifteen (15) member towns of Cape Cod, Massachusetts and Boston Hospital Trips. Future expansion of services may include transportation services currently performed by the Human Service Brokerage System private contractors.

Fixed Route Description of Services: CCRTA fixed route services currently consists of seven year-round routes and three additional seasonal routes. Yearly revenue miles and revenue hours were 1,681,073 and 88,399 respectively as reported in the 2022 NTD submission. Routes vary in frequency from 30 minutes in summer to 60 minutes off-season, in most cases.

Paratransit Description of Services (Including BHT): CCRTA paratransit services currently consists of 60 vehicles, 3,249,810 miles, and 88,737 hours of service respectively as reported in the 2022 NTD submission.

Adjustments to Services: The CCRTA Administrator reserves the right to adjust services at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours and any modifications necessary, due to emergency situations, including, without limitation, emergencies due to weather. The Contractor must provide services in accordance with the published trip schedules, approved by the CCRTA (See published trip schedules on our website).

Service Hours:

CCRTA Fixed Route Service Hours

- Hourly service, ranging from 5:30 a.m. - 9:00 p.m. eight months out of the year; no Sunday service and limited holiday service
- Hourly service, ranging from 5:30 a.m.-3:30 a.m. during the summer; includes Sundays and holidays
- The Contractor will be expected to provide services during all hours stated above. Hours of operations are subject to change by the CCRTA

ADA Complementary Paratransit Service

- ADA Paratransit service shall be operated during the same hours and days that the CCRTA's fixed route service operates. CCRTA reserves the right to adjust its transit services at any time
- The Contractor will be expected to provide services during all hours stated above. Hours of operations are subject to change by the CCRTA

CCRTA Paratransit (DART) Service Hours

- Hourly Service: 7:00 a.m. to 7:00 p.m. in all towns Monday – Friday; Saturday 9:00 a.m.-7:00 pm; Sunday 9:00 a.m.-1:00 p.m. in towns as noted
- The Contractor will be expected to provide services during all hours stated above. Hours of operations are subject to change by CCRTA

Contractor Dispatching Service Hours

- The CCRTA's Operations Center is open for business Monday-Saturday 5:30 a.m.-9:00 p.m., Sunday 5:30 a.m.-1:30 p.m.
- During the summer, the Operations Center is open seven days a week 5:30a.m.-1:00 a.m.

Holiday Schedule

- CCRTA reserves the right to establish modified schedules that it deems appropriate in conjunction with the holidays listed below:
 - New Year's Day, Martin Luther King, Jr. Day, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

Customer Service and Communication

Superior customer service provided by all CCRTA and Contractor employees is the first priority and must be successfully carried out in all duties and responsibilities.

The Contractor will provide and manage Customer service related to the Contractor's responsibilities, handle all Customer issues, and keep CCRTA apprised of all complaints and compliments. Services provided include, but are not limited to, telephone support, front desk support, implementation of satisfaction surveys, communicating holiday/snow schedules, providing on-board and in-person scheduling information, complaint and compliment feedback, lost-and-found, and monthly reports. Polite and compassionate demeanor from Call Takers, Schedulers, Dispatchers, Supervisors, and Drivers is required and should be strongly enforced via random evaluation of recorded interaction. The Contractor should also have a bi-annual assessment of each Scheduler and Dispatcher using an accepted evaluation form.

The Contractor shall ensure that communications with Customers with disabilities are equal to or better than communications with Customers who do not have disabilities. The Contractor will work with CCRTA to maintain Customer communications in the following manner:

- Customer communications reservations for DART are from 8:00AM to 5:00PM Monday through Friday. A twenty-four (24) hour answering system to record Customer messages and to inform Customers of transportation options is available outside of regular service hours
- Telecommunications device for the deaf or other equally effective telecommunication systems, subject to prior approval, to communicate with hearing or speech impaired Customers
- Customer information in alternative formats (e.g., large print, Braille, etc.) when requested
- Communications capability from 8:00 a.m.-5:00 p.m. Monday through Saturday, except for all federal and state approved holidays, in order to receive and respond to telephone requests from agencies and/or Customers for Covered Services
- An emergency, after-hours management contact (e.g., cell phone)

Information: The Contractor must provide telephone information to answer public requests for information during normal business hours.

The Contractor shall distribute passenger notices, fixed route schedules, surveys and other information as required by CCRTA. The Contractor must ensure that all information regarding route changes, detours, bus breakdowns and other pertinent general information is transmitted to the Customer Service Center in a timely manner. The Contractor must ensure that any and all information disseminated to Customers by any employee is consistent with CCRTA policy. The Contractor will provide the CCRTA with quality reports on daily/monthly phone volume, wait time on phone prior to answering Customer questions. This report will also be used to monitor ADA service compliance.

Passenger Complaints: The Contractor must comply with the CCRTA *Complaint Resolution Policy*. The Contractor shall provide CCRTA with responses to passenger complaints within two (2) working days of receiving, and after inserting, complaint into the designated tracking software. The Contractor is required to investigate the complaints and provide the results of the investigation. The Contractor is also required to indicate the steps to be taken to avoid any subsequent occurrence of similar complaints. As part of the feedback loop, a process to communicate the resolution to the Customer is required. The Contractor is responsible for answering and keeping records of all complaints received. When appropriate, complaints should become part of an employee's personnel file.

Fares

CCRTA's fixed route structure, ADA, DART, SmartDART and BHT is arranged by route, with a base fare for each route and an extra charge for subsequent routes. The Contractor will be responsible for collecting, handling, and transferring passenger fares to an armored car service with the assistance of a CCRTA employee. The amount of all collected fares, transfer slips and passes shall correspond to the reported number of passengers carried. A detailed list of fares to be charged will be provided to the Contractor as part of the contract, designated by the CCRTA. The Contractor shall implement and collect the fares established by CCRTA. All revenues derived from the operation of the transit system shall be the property of the CCRTA. Fares received will be counted by CCRTA employees and revenue received shall be transferred to armored car service with the assistance of a CCRTA employee for deposit.

Facilities

CCRTA will provide administrative, maintenance and vehicle storage facilities. These facilities are located at 40 American Way, South Dennis, Massachusetts. The Contractor will be responsible to work with CCRTA *Facilities Project Manager* for all maintenance necessary to keep all CCRTA facilities in good working and continual order, the cost of which shall be an operating expense of and paid for by CCRTA.

Personnel

Staffing Plan: The Contractor shall provide CCRTA annually with a Staffing Plan that clearly identifies the manner in which this Plan will satisfy the obligations set forth by the FTA and CCRTA under this contract. The Administrator will review and approve this staffing plan prior to implementation. The Contractor's use of existing staff and the hiring of new staff must be in substantial compliance with the approved staffing plan. Any major changes proposed to the Staffing Plan over the course of the CCRTA fiscal year must first be approved by the Administrator. The Contractor will notify the Administrator of all contemplated hiring and firing of personnel, who reserves the right to accept or reject such personnel actions.

The Contractor shall utilize personnel necessary for providing the services in accordance with Massachusetts General Laws Chapter 161B and applicable federal and state law.

The Contractor and its agents and employees will comply with all equal opportunity, anti-harassment, and drug and alcohol-free workplace requirements whether they be Federal, State or Local. The Contractor's agents and employees who violate these policies are to be removed from work on this Contract.

It is expressly understood that the Contractor, including its agents, and employees, will be providing services to the CCRTA as an Independent Contractor for the CCRTA, and neither the Contractor nor any of its agents or employees will be an employee or agent of the CCRTA. All liability to persons actually performing services related to wages or any other compensation shall be the sole responsibility of the Contractor. The Contractor shall furnish the Administrator a list of all employees on a bi-annual basis, including names, titles, and salaries.

The Contractor shall recruit and hire Drivers, Dispatchers, Schedulers, Maintenance, and other such personnel as necessary for the operation and maintenance of the system and the delivery of the services. The Contractor shall test, interview and train all successful applicants.

The Contractor shall be solely responsible for the satisfactory work performance of all employees. The Contractor shall be responsible for collecting and reporting the weekly data necessary to complete employee payroll. CCRTA processes payroll and manages direct deposit. The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, Social Security, Americans with Disabilities Act (ADA), and all other applicable federal, state, and local laws when reporting weekly data to CCRTA.

The Contractor must obtain a National Criminal Records (CORI) Check and statement, a Sex Offender Registry (SORI) Check and statement, a Registry of Motor Vehicle (RMV) Report and provide Proof of Insurability for all employees. All Drivers and Maintenance personnel must have a valid Massachusetts Driver's License and sufficient driving experience to prove competency. This report must be updated annually. The review period should be ten (10) years. At a minimum, any records from the RMV that includes any of the following violations would necessitate termination:

- Driving under the influence of alcohol or drugs/driving while intoxicated
- Reckless driving/driving to endanger
- Leaving the scene of an accident

- Driving without a license and/or insurance
- Driving with a suspended license
- Any record with multiple or repeated violations

The Contractor must exercise discretion in determining the appropriateness of any employee whose report indicates any violation. Should the Contractor decide to waive reported violation(s), the Contractor must document the decision in writing and forward to the CCRTA Administrator for approval.

The Contractor will comply with *Massachusetts General Laws Chapter 6, Section 172C*, as amended by the *CORI Reform Act of 2010: Chapter 255 of the Acts of 2010*. Contractor employees must not contain any of the following offenses:

- Conviction of committing a felony constituting a crime, which involves the use of force or violence
- Conviction of committing the crime of manufacturing, distributing or dispensing any controlled substance that are unlawful or the crime of possession of a controlled substance or the crime of possession with intent to manufacture, distribute or dispense a controlled substance
- Conviction of committing the crime of rape, performing an unnatural act, sodomy, indecent assault or battery, or the crime of attempting any of the above offenses
- Charged with committing any felony listed above and is either awaiting trial or has been defaulted by the court
- Separated from residential placement within a period of six months

The Contractor shall develop a training manual that includes required MAP training programs and provide training for all of its employees. It is the sole responsibility of the Contractor to ensure that each individual is fully knowledgeable of his duties and responsibilities. The Contractor shall maintain a safety Supervisor qualified to conduct training programs that meet CCRTA, MAP, and ADA Driver training requirements and to provide on-site inspections of CCRTA and ADA Drivers.

Interaction with CCRTA Personnel: The Contractor shall coordinate closely with CCRTA personnel on project and operating status. Representatives of the Contractor shall attend CCRTA meetings, with CCRTA staff, as required by the Administrator. CCRTA shall be informed of situations, occurrences, and conditions that call particular public attention to the service, such as unusual complaints, media inquiries, hiring, firing, promotions, demotions, etc. CCRTA will make unannounced ride and radio checks. Spot checks shall be used for:

- Evaluating Contractor's performance
- Checking conformance to route schedules, outline on-time performance
- Collecting ridership data, among other things
- Customer Service Satisfaction
- Fare-Handling Procedures
- Vehicle maintenance, repairs, and cleanliness
- Vehicle Operation

Managers: The Contractor shall provide the Management Staff required for the efficient operation of the transit system. The Management of the transit system shall be the Management Staff's sole responsibility and full-time job. The Contractor shall provide a recommendation regarding the Management Staff required for the operation of the transit system, as part of the System Management Plan that meets the CCRTA requirements and the approval of the Administrator.

Supervision for Fixed Route, ADA, DART and BHT: The Contractor shall ensure that field supervisors provide continuous daily street supervision of the services, including the monitoring of schedule adherence, on-street

operation, cleanliness of bus shelters and on-route compliance. Supervision must include conducting ride checks (on-board) to ensure operator adherence to prescribed procedures, such as fare collection and on-time-performance. Supervision will also include location of bus stops, inspecting bus shelters, safety issues, special events and services and preliminary investigation of accidents and incidents. The Contractor shall use CCRTA approved software to monitor Driver, Scheduler and Dispatcher performance.

Scheduler/Dispatch/Radio Control: Schedulers and Dispatchers must be employees of the Contractor, who will be responsible for their hiring, training and supervision. All Schedulers and Dispatchers must be trained, as required by the CCRTA, to cover the telephone lines for CCRTA services, when CCRTA vehicles are in service, in a courteous and sensitive manner throughout the operational day. The Contractor is required to have trained Schedulers and Dispatching capability on duty at a centralized location, reachable by Drivers on the road, by radio and telephone, during all hours-of-service operation. The CCRTA will be monitoring the effectiveness and efficiency of phone and radio coverage. A copy of the training manual shall be submitted to CCRTA for review and approval.

For all services, the Contractor shall ensure that Schedulers, Dispatchers, and Radio Monitoring personnel provide effective Driver/vehicle assignments and prompt responses to Driver and/or vehicle problems that could impact the provision of services. The Contractor shall implement training requirements in keeping with industry standards.

Schedulers and Dispatchers must have a working knowledge of the CCRTA authorized scheduling software and be able to perform scheduling and dispatching duties in a timely manner. All service will be scheduled in such a manner as to enable as many passengers as possible to utilize the vehicles at the same time so that there may be as many shared rides as possible. Consideration must be exercised regarding excessive ride time. Violations and errors must be fixed immediately.

Drivers: All Drivers must be employees of the Contractor, and must be covered under the Contractor's employee benefits plans. The Contractor will be responsible for the training and supervision of all Drivers.

- Drivers must adhere to the following regulations as amended from time to time:
 - Vehicles shall be operated in a safe manner, conforming to all applicable laws
 - While on duty, an employee will not purchase, consume, have in their possession or be under the influence of any prescription or non-prescription narcotic, intoxicant or drug that may impair work performance, as required by the Federal Drug and Alcohol regulations
 - All passenger stops will be made in specific locations and in a safe manner
 - Drivers are required to announce all stops
 - Drivers shall immediately report any visible trash, graffiti, or other unacceptable conditions related to bus stop shelters to the contractor's management staff and to the CCRTA's Facilities and Project Manager
 - An employee will be responsible for keeping his/her vehicle in a clean and sanitary condition, during his/her shift
 - Pre and post-trip vehicle inspections shall be performed daily on all vehicles in operation
 - Employees are responsible for reporting any defects they believe their assigned vehicle may have to their supervisor, as soon as possible
 - Employees may use vehicles only in accordance with their assigned duties
 - Employees must conduct themselves in a courteous and friendly manner at all times
 - Proper destination signs must be displayed while a vehicle is in service. While not in service, the destination sign reading *Not in Service*, *Out of Service*, or *Garage* must be displayed
 - For fixed route service, employees providing service must travel over prescribed routes and must maintain time schedules, to the extent that they are reasonably able to do so. If it becomes necessary to go off-route, or if a mistake is made in driving a route, the employee must notify his/her supervisor immediately

- Gratuities of any kind or from any source shall not be accepted by any employee of the Contractor
- Drivers and Dispatchers shall have a thorough and up-to-date working knowledge of CCRTA's public transit system
- Cell phone use on CCRTA vehicles by employees is prohibited
- Ensure that no smoking or use of other tobacco product, eating and/or drinking in vehicles is permitted by the passengers or Drivers
- Appearance Standards:
 - Uniforms must be worn by Drivers, Supervisors, Trainers, and Maintenance employees at all times when on duty. CCRTA recognizes that appearance is a critical component of good customer service and expects the Contractor to actively enforce a dress and appearance code, subject to prior approval of the Administrator. The uniform requirement for Drivers is detailed in the labor contract. For Maintenance Department employees, the Contractor provides and cleans their uniforms.
- Public Information Policy:
 - CCRTA shall be the exclusive public media spokesman in connection with all CCRTA-funded transportation services. The Contractor must ensure that all media inquiries be referred to CCRTA. Any verbal or written comments being made to the media by any employee of the Contractor must first be approved by the Administrator.
- Safety:
 - The Contractor must ensure that Drivers conduct themselves with regard for the passengers' safety and comfort.
 - Drivers shall:
 - Have received and passed all training requirements and programs
 - Keep all information regarding any accident confidential. Employees will only speak to police, or to Supervisors or claims and legal personnel of the Contractor and/or CCRTA, regarding any such accident
 - The Contractor shall institute an ongoing Driver safety award program approved by the CCRTA
- In-Service Training:
 - The Contractor shall provide specialized training for Drivers, when warranted, or when new features are added to the bus (i.e. bike racks, farebox), and periodic training for proper wheelchair lift operation and proper wheelchair tie down procedures. Drivers shall receive re-training when they return to duty after being out more than thirty (30) days. As incidents or accidents occur, Drivers should receive specific training that addresses the prevention of such incidents or accidents. Also, in-service training should include, at a minimum, route alignment, fare structure, transfer system, safety training, sensitivity training, Customer service training, first aid, CPR, and procedures of fare box management. As the CCRTA transitions from fossil fuel vehicles to electric vehicles, the Contractor shall provide driver training and maintenance training.
- New Hire Training: All new Drivers shall have, at a minimum, the following training:
 - Minimum Bus Driver Qualifications:
 - A valid RMV license and required certificates to operate a transit bus, van and/or mini-bus, prior to being assigned to revenue service
 - A valid Commercial Driver's License (CDL), Class B, air brake and passenger endorsement license when required to operate the vehicle
 - A valid Commonwealth of Massachusetts Department of Public Utilities (DPU) and Motor Bus Driver Certificate
 - Review medical examinations at an appropriate medical facility and Contractor shall not permit any Driver who has not successfully passed such examination to operate a vehicle in

- any service. Medical examinations must be sufficient to meet the medical requirements for a Driver's Class B Certificate, issued by the Massachusetts RMV and Massachusetts DPU
- Drug test at a certified or licensed facility, prior to employment with the Contractor. Other drug/alcohol screening shall be in accordance with the FTA, including random, suspicion, and pre-employment
 - No prospective employee who tests positive on the drug screening can be hired by the Contractor
 - Maintain records of all Drivers who have completed the specified Driver training program for the services. This list shall be updated at least monthly or as additional Drivers are trained
- **Minimum Driver Training Program:** The Contractor shall have personnel on staff (or the ability to readily access such personnel through a consultant contract) who are trained and/or certified in the following categories and who are available to provide training in these areas:
 - Passenger Assistance Training (PAT)
 - Wheelchair securement and tie-down
 - Child passenger safety technician
 - Defensive driving
 - Human rights and sensitivity, including disability awareness
 - Sensitivity training devoted to the operation of accessible equipment and courteous treatment of disabled individuals and wheelchair users. The accessible training shall include instruction on the operation of kneelers, lifts and tie downs, and experience boarding and alighting individuals in wheelchairs under various conditions. Empathy training to help new Drivers gain insight into the special needs and specific obstacles disabled individuals may encounter using public transportation
 - Customer service skills training, including Customer relations and information to passengers
 - Rules and procedures for the mandated reporting of suspected abuse or neglect of Customers
 - First Aid/CPR
 - Bus Driver's course that includes classroom instruction covering, at a minimum, state rules and regulations, CCRTA policies and procedures, vehicle familiarization, vehicle components, pertinent company rules and regulations, operational rules, transit stops, passenger handling, accident report writing, and emergency procedures
 - Behind-the-wheel training (classroom training cannot be substituted) with a certified Driver trainer
 - Driving instruction (including both group and individual instruction) on CCRTA routes. Individuals shall be capable of driving each of the CCRTA routes (fixed route only)
 - Instruction regarding vehicle code, radio procedures, and policies related to transit services, electronic fareboxes, MDC, and Rangers
 - Diversity Training
 - Instruction regarding schedules, routes, transfer policies, fares, and other pertinent operating procedures for CCRTA's system. This shall include familiarization with all services operated by the CCRTA

Paratransit Employee Selection and Training for Paratransit Service: The Contractor must designate a staff person (Supervisor) assigned to manage/oversee the proper operations of the service. That person will:

- Have a thorough knowledge of ADA Complementary Paratransit Service (CPS)
- Supervise all personnel providing this service, including discipline, when needed
- Have a proactive approach to management (i.e. including but not limited to emphasis on responding to Customer complaints, Driver training, Driver familiarity with ADA CPS regulations and service standards, use of accessible vehicle equipment and sensitivity to seniors and persons with disabilities)

- Have a working knowledge of the paratransit fleet; coordinate with maintenance to ensure vehicle availability related to “roll-out”
- Report and analyze operating data applicable hereto
- Have a working knowledge of the budget and assist CCRTA with preparation and administration of same (unless this task is performed by the General Manager or other designated management person)
- Observe Drivers, while they are operating their vehicles and serving Customers
- The Supervisor, designee or a responsible decision-making person must be available by telephone or in person during all hours of the operational day

Maintenance Personnel: It shall be the Contractor’s responsibility to oversee maintenance personnel and take reasonable care of CCRTA’s facilities and the equipment contained therein, and institute a vehicle maintenance program as indicated below:

The Contractor must ensure that maintenance personnel assigned to work on CCRTA’s vehicles have a thorough knowledge and certifications of:

- Bus, mini-bus, and van engines, transmissions, and related Mechanical parts
- Methods and procedures used in servicing Mechanical equipment
- Bus, mini-bus, and van chassis and bodies
- Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment
- Decimals, fractions, and specifications related to bus Mechanics
- Specialized areas, such as brake relining, air conditioning and wheelchair lifts
- Maintenance personnel shall be able to inspect bus, mini-bus, and van engines, transmissions, and other parts
- Diagnose bus, mini-bus, and van engines, transmissions, and electrical system problems
- MDC’s and Rangers
- Electronic fareboxes
- Appearance Standards: Uniforms must be worn by Drivers, Supervisors, Trainers, and Maintenance employees at all times when on duty. The Contractor shall enforce a dress and appearance code, subject to prior approval of the Administrator. The uniform requirement for Drivers is detailed in the labor contract. For Maintenance Department employees, the Contractor provides and cleans their uniforms.

Current maintenance personnel have little experience in zero-emission vehicle repairs and CCRTA has begun a program to train them. Future hires will be expected to have this training at least in part prior to hiring.

Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin or ancestry. The Contractor is required to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, sexual orientation, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and/or selection for training.

Drug Free Workplace: Federal regulations require that entities that the CCRTA contracts have a Drug and Alcohol testing program in place. The CCRTA will require that the Contractor take responsibility for continuing to manage the compliance program currently in place, as well as continuing compliance for the Councils on Aging (COA), Brokerage providers all of whom are also under contract to the CCRTA to provide paratransit services. The Contractor must adhere to all Drug and Alcohol testing requirements, as mandated by the FTA. All costs for Drug and Alcohol testing shall be reimbursable by the CCRTA, as normal operating expenses.

The Contractor must submit by the 15th day of March each year, a completed ITS data collection form for both Drug and Alcohol testing as required by the FTA.

CCRTA Vehicles

High quality and regular maintenance of rolling stock is essential and is required to maintain a safe, efficient and reliable transit operation. The Contractor shall be responsible for all maintenance and repair work necessary to keep designated CCRTA-owned vehicles operating in a safe and reliable condition.

Maintenance Program: The Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and equipment, voice and data mobile data computers, communications, fareboxes, and all other CCRTA-provided equipment to be used to perform transit service in strict conformity to all regulations and orders. Under the FTA procurement guidelines, the Contractor shall purchase all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement required for the operation of all equipment pursuant to the provision of service, the reasonable cost that shall be an operating expense of the Contractor to be paid by CCRTA. All parts, materials, tires, lubricants, fluids, oils and procedures used by the Contractor on all vehicles and equipment shall meet or exceed *Original Equipment Manufacturer* specifications and requirements.

Generally, the Maintenance Program must provide that:

- All wheelchair lift-related equipment and securing devices shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in service
- Buses shall be washed at a minimum of every time the buses are in for service. This includes the undercarriage and whenever it is necessary in order to maintain the CCRTA's image
- Brake inspections and adjustments shall be performed at intervals, ensuring the safe and efficient operation of the braking system
- All components of the vehicles' bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all bus appurtenances) shall be repaired in a professional, timely manner
- All Mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional condition at all times
- Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service runs. The Contractor shall maintain the A/C systems in an operable condition throughout the entire year
- Seats shall be maintained in proper operating condition at all times. All tears, cuts, gum, graffiti, and other damage shall be cleaned or repaired as soon as reasonably possible after their being discovered
- The Contractor shall establish and maintain an on-going spare parts inventory sufficient to provide that peak hour vehicle requirements that:
 - Allows the paratransit fleet to make daily *roll-out* without incident
 - Allows the fixed route fleet to make a daily *roll-out* without incident
- Contractor will provide a recommended practice for the maintenance of electric vehicles as our fleet is converted and a training plan to get existing staff proficient in such service. Training cost to bring employees into compliance shall be approved (in advance) by and borne by CCRTA.

Preventive Maintenance: The Contractor shall adhere to the factory specified, MAP, and FTA requirements and maintain a formalized preventive maintenance program for designated CCRTA-owned vehicles in conformance with the manufacturer's preventive maintenance schedules. The Contractor shall document any and all preventive maintenance work and/or repairs performed on CCRTA-owned vehicles. All work and repairs performed shall be in accordance with the manufacturer's instructions, warranty conditions, and recorded in the CCRTA's required maintenance software. The Contractor shall perform and certify such tests of equipment required to meet local, state and federal requirements. The Contractor shall perform all preventive maintenance work on designated CCRTA-owned vehicles, including vehicles not utilized in the provision of direct service, such as Supervisor, Maintenance and Administrator vehicles.

Maintenance Record Keeping: The Contractor shall maintain an up-to-date vehicle file for each required vehicle as specified by Federal Transit Administration to be in compliance with Transit Asset Management Plans as amended from time to time. Such files shall be in an electronic format and maintained in the CCRTA required maintenance software. The Contractor shall maintain an individual file for each vehicle to include by date of action, all *Preventive Maintenance Inspection* Reports, including warranty work and any other pertinent maintenance data, including, but not limited to, fuel, lubricants and other fluid use. Records shall be kept in the individual file for each vehicle of any accident in which the vehicle was involved, including the repair work required to return the vehicle to service. The Contractor shall submit the entire file to CCRTA. Maintenance schedule for vehicle services shall be submitted on a monthly basis. This file must contain at least the following: Make, Model, Vehicle Identification Number, CCRTA Fleet Number, License Number, Date Received, Rebuilds and Major Component Replacement, Unit Repairs, Preventive Maintenance Inspection Reports, Daily Vehicle Condition Reports (may be filed separately), Work Orders, Warranty Work, Accidents (Record of accidents in which vehicle was involved, including repair work)

Environmental Compliance

OSHA: The Contractor is responsible for compliance with all applicable *Occupational Safety and Health Administration* (OSHA) laws, regulations and standards

Environmental, Health and Safety (EHS) Laws and Regulations: The Contractor shall comply with all environmental, health and safety (EHS) laws, regulations and permits that are applicable to CCRTA's facility located in South Dennis, Massachusetts. These include, but are not necessarily limited to, the following requirements:

- Spill Prevention, Control and Countermeasures (SPCC) Plan Requirements 40 CFR 122
- Stormwater Management Requirements 40 CFR 122
- RCRA – Hazardous Materials Management Requirements 310 CMR 30.00 and 40 CFR 260-265, 268, 270
- Toxic Use Reduction (TURA) Requirements 310 CMR 30.00
- Sewer Discharge Permit Requirements 40 CFR 122, 125 and local ordinances
- Massachusetts Contingency Plan Requirements 310 CMR 40.00
- OSHA Hazardous Waste and Emergency Response Operations Law Requirements 29 CFR 1910.120
- Community Right-to-Know (SARA Title III) Requirements 40 CFR 311 to 313
- Massachusetts Right-to-Know Law MGL Chapter 111F
- Hydraulic Fluid handling/storage
- Mass CCRTA LLC Plan

The Contractor must develop an EHS management plan listing the specific requirement that must be complied with, identify the person who shall be responsible for such compliance, and procedures for notifying CCRTA of

any episodic or recurring compliance deficiency. This plan must be developed within three (3) months of commencement, and submitted to the CCRTA's facility project manager for review.

In addition, the Contractor must submit to CCRTA's *Facility Project Manager* a quarterly report if requested, identifying the status of environmental compliance program development, progress in resolving any identified compliance deficiencies, and descriptions of any off-site chemical and/or hazardous materials releases (this also includes release of petroleum and gasoline) to air, water, and/or soil. This information shall be submitted in a format approved by CCRTA.

CCRTA reserves the right to audit the subject facilities periodically in order to determine the status of EHS compliance. Should any compliance deficiencies be found, the Contractor shall develop a corrective action plan within two (2) weeks after receipt of such audit report.

Environmental, Health and Safety (EHS) Laws and Regulations: The Contractor is responsible for keeping all records in accordance with all environmental, health and safety (EHS) laws and regulations that are applicable to CCRTA.

Operating Requirements

Operation and Contractual Obligations: The Contractor shall be the employer of all employees necessary for the operation of the transit system as defined under this contract, unless another arrangement is made with the prior approval of the Administrator. With the direct participation and guidance of the Administrator, the Contractor is responsible for conducting labor relations and the negotiation of collective bargaining agreements, and shall inform CCRTA of any problems or issues that could affect the operation of the CCRTA services. The CCRTA shall have the right to instruct the Contractor to reject any collective bargaining agreement that it believes is not in the best operational or financial interest of the CCRTA.

Permits, Licenses, and Insurance: The Contractor must possess and agree to produce all permits and licenses necessary for the lawful performance of the services. The Contractor shall provide and maintain all insurance required by law for such Contractor's employees, including, but not limited to, disability, workers compensation, and employment compensation, in accordance with statutory requirements of the Commonwealth of Massachusetts, the costs of which shall be an operating expense. The Contractor shall provide adequate proof of the fulfillment of any of the requirements of this section to CCRTA upon receipt of a written request therefore.

The CCRTA currently contracts with *RogersGray Insurance*, an insurance broker, to secure required vehicle and general liability insurance with \$5M limits and workers compensation. Periodically the Contractor shall assist the CCRTA in a request for proposal that complies with state, local, and federal procurement policies for the purpose of obtaining cost effective insurance coverage.

Safety: The Contractor shall be responsible for safety and accident prevention. The Contractor must maintain records of any incident or accident that occurs in the conduct of the services, including any type of situation that is unreasonable or out of the ordinary. The Contractor must develop a *Safety and Security Plan*, as suggested by FTA. The Contractor is responsible for ensuring that Drivers correctly collect, at a minimum, the following data:

- Name and address of investigating Police Officer and badge number
- Facts about other vehicle(s) involved or concerned with an accident or incident
- Facts about person(s) involved or concerned with an accident or incident
- Facts about other damaged property involved or concerned with an accident or incident
- Completed witness cards
- Description and diagram of the accident or incident
- Notification and reporting information

The Contractors must ensure that Drivers DO NOT:

- Discuss an incident or accident with anyone except the police, a Supervisor, or a representative of CCRTA
- Make any statements concerning the assumption of liability; Drivers should only give out the information required by relevant authorities
- Sign any statement, except for an authorized Contractor and/or CCRTA representative

The Contractor must issue an information kit to all Drivers to be used in collecting information for any incident or accident involving personal injuries or property damage, which shall include: *Mass Transit Report*, including diagram sheet, if applicable, Contractor's Accident Report, RMV Forms, Police Reports, Witness Cards, and/or Photographs.

The Contractor must ensure that all accident/incident reports are completed in their entirety and within 24 hours. A supervisor or other person trained in accident investigation must be available to assist the Driver to complete correctly the required forms. All reports must be written legibly and in the English language.

The Contractor shall immediately notify the CCRTA Administrator of any and all incidents or accidents.

All accidents, incidents and claims relating to the Contractor and the CCRTA's paratransit van operator-Contractor shall be entered in the first instance and tracked by the Contractor in the CCRTA requested database. The Contractor shall employ an individual to work regularly and cooperatively with CCRTA, regarding the collection, entry, tracking, reporting and analysis of accident, incident and claims data for claims or lawsuits initiated against the Contractor and required reports to the *National Transit Database*.

The Contractor must conduct monthly meetings of a *Safety Committee*. *Safety Committee* findings shall be reported to the *Facilities Project Manager* on a monthly basis. The Committee should address the following issues, at a minimum:

- Incidents occurring during the relevant monthly period
- Workers Compensation incident reports
- Vehicle accident reports
- Unsafe practices and corrective action
- Safety training programs
- Safe work procedures
- Safety suggestions

ADA Compliance: The Contractor is required to comply with the requirements of ADA. The Contractor shall maintain in working order all features of the vehicles that are required to make the vehicle accessible to and usable by, individuals with disabilities. The Contractor must ensure that Drivers are trained to operate, properly and safely, accessible vehicle features, and to treat individuals with disabilities in a respectful and courteous way. The Contractor must also ensure that Drivers make use of accessible features and equipment on vehicles. The Contractor must require that Drivers announce stops at every stop and at: transfer points, major intersections, major destinations, and locations as requested by an individual and at intervals along a route. The Contractor must ensure that accessible features that are damaged or out of order are repaired promptly. The Contractor shall institute a plan that includes steps to accommodate individuals with disabilities who are unable to use the system due to damaged accessible vehicle features.

Advertising: CCRTA will provide and control marketing, public relations and advertising services. The Contractor must provide a reasonable work area for the handling, storage and installation of advertising signs.

Participation: The Contractor shall cooperate, participate, and make recommendations in the development, updating and maintenance of routes and schedules as CCRTA shall deem necessary. Technical assistance shall be provided for route planning, scheduling, service standards, safety and accident prevention and equipment selection and utilization. The Contractor shall cooperate, participate, and make recommendations in marketing, promoting, advertising, public relations, public hearings, and public education programs and projects undertaken by CCRTA.

Bus Shelters: The Contractor is required under the directions of the *CCRTA Facilities Manager* to monitor and assist in maintaining all bus stop signs and passenger waiting shelters and benches. The Contractor is also responsible for maintaining the bike racks on all vehicles. The Contractor is required to maintain an up-to-date inventory of all bus stop and passenger waiting shelter locations.

Procurement: The Contractor/Vendor shall use procurement procedures that comply with applicable state and local laws and regulations, provided that the procurements conform to applicable federal law (<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>).

All procurement transactions shall be conducted in a manner providing full, open and fair competition. The Contractor/Vendor shall make awards only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as Contractor/Vendor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Contractor/Vendor shall maintain records detailing the history of procurement. At a minimum, these records shall include the rationale for the method of procurement, selection of contract type, reasons for selection or rejections, and the basis for the lowest, responsible contract price.

The Contractor/Vendor shall maintain a written code or standards of conduct that governs the performance of its officers, employees, or agents engaged in the award and administration of contracts or sub-agreements supported by federal funds. The code or standards shall provide in relevant part that the Contractor's/Vendor's officers, employees or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Contractors, individuals or businesses that is in violation of the Massachusetts state ethics code.

CCRTA has set a minimum rule that financial interest is not substantial, or a gift is an unsolicited item of nominal intrinsic value. No gift or gratuity should be accepted by an employee of the Contractor/Vendor, who is involved with the procurement of good and services, if it is more than \$49.99 in value.

As required by state and local law and regulations, the code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Contractor's/Vendor's employees.

The Contractor's/Vendor's code of standards of conduct shall prohibit the Contractor's/Vendor's employees, officers, or agents from participating in the selection, award, or administration of a contract or sub-agreement supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm or entity selected for the award, the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or intends to employ, any of the above.

CCRTA's procurement procedures and appeal processes will be mutually agreed upon by CCRTA and the Contractor.

Performance Standards: *Fixed Route, ADA, Paratransit (DART), BHT, and SmartDART*

The Contractor must abide by all performance standards established by the CCRTA for all services. In any dispute regarding performance standards the CCRTA shall determine, at its sole discretion, the remedy or action required to correct the situation. Performance standards shall include, but are not limited to the following:

- Paratransit Drivers are to provide door-to-door service. This includes assisting passengers onto and off of the vehicle. This service shall be provided in accordance with CCRTA policies.
- Paratransit Drivers must make people with limited vision and hearing aware that the vehicle is at the curb for their pick-up. This is particularly important at facilities where multiple vehicles are picking-up people simultaneously. Drivers must also be aware of facilities with multiple entrances and check with dispatch if passenger does not appear.

- In monitoring services, the CCRTA will be working with community-based advocacy agencies. The Contractor will be required to participate and be responsive to the CCRTA and such committee(s).

The Contractor must abide by all performance standards established by the CCRTA for its fixed route, ADA Paratransit, Dial-a-Ride (DART) and SmartDART system. The Contractor's performance will be evaluated using CCRTA's performance standards. In any dispute regarding service standards, CCRTA shall determine, at its sole discretion, the remedy or action required to correct the situation. The Contractor shall adhere to all CCRTA performance standards.

The Contractor will report on how it is meeting these standards at quarterly meetings. CCRTA will audit the accuracy of the information provided by the Contractor by checking the source documentation used to develop the performance indicators.

Data Collection/Reporting

The Contractor is responsible for submitting reports to CCRTA, according to an established reporting schedule. All reports shall be submitted in a format compatible with CCRTA's computer hardware and software. The following records must be retained and/or reported on a monthly basis:

Fixed Route: The Contractor, in accordance with the established reporting schedule, will prepare a summary report to be submitted monthly. The monthly operations report shall include passenger and operational data to be submitted in accordance with the format established by CCRTA. Monthly operational reports shall be submitted to CCRTA no later than 15 working days after the end of each month. The monthly operations reports shall include, at a minimum:

- Ridership and operating statistics: Total passengers per month per route or service (UPT), total vehicle revenue mileage per month per route or service (VRM), total vehicle revenue hours per month (VRH), fuel consumption by type (MB/DR), vehicles operated in maximum service by type (VOMS), ADA certified rides provided, wheelchair deployments per month, total number of bicycles per month (a sample report is part of this document as Attachment F)
- Performance indicators: Miles between maintenance road call per month, Fixed route lift failures per month, Number of complaints per 1,000 passengers per month, Total accidents per 100,000 miles per month, Collision accidents per 100,000 miles per month, Total preventable accidents per 100,000 miles per month, Passenger accidents per 100,000 miles, Maintenance per month, inspections/scheduled/completed/failed, Missed trips, On-time performance, Spare ratio
- Training information: Training Programs, Individuals trained, Dates of training, Individuals overdue on training for MAP reporting requirements
- Environmental Program: (Status of environmental compliance, progress in resolving identified compliance deficiencies, description of releases, etc.)

Paratransit:

The Contractor will be responsible for providing the CCRTA with copies of records, data analysis, or other pertinent information, as the CCRTA may reasonably request. The Contractor shall maintain financial records in compliance with all federal, Massachusetts and CCRTA standards. Monthly financial reports required include at a minimum: a breakdown of the administrative and operational cost of service. Operational items that the Contractor shall be required to retain and report on as requested include, but are not limited to, the following:

- *Driver manifests that include:* Coding of payment, Passenger name, Passenger trip origin (address), Passenger trip destination (address), Pick-up time assigned, Actual pick-up time, Drop-off time assigned, Actual drop-off time
- *Manifest Codes:* Customer Fare Is Agency Paid No Fare Is Collected, Customer Pays \$1.50 (Disabled/Senior Rate), Customer Pays \$3.00 (Regular Fare Rate), Customer Pays by prepaid ticket or monthly pass
- *In the passenger's trip:* Paid By **Cash Fare** (Applies To Cash Fare Passengers Only), Paid By **Pass** (Applies To Cash Fare Passengers Only), Customer Was A **No-Show**. (Applies to All Passengers), Customer Was A **Cancel**. (Applies To All Passengers)
- Vehicle list with odometer readings
- Chart depicting the deployment of vehicles by hour of the day
- Operational data items that the Contractor will be required to retain and report on monthly include, but are not limited to, the following:
 - Vehicle miles and Vehicle hours, Passenger trips by type (i.e. ADA), PCA's and Companions transported, if applicable, Daily Cancellations and No Shows, Daily log of pick-ups outside the *30 Minute on Time Pick-Up Window*, Written documentation of passenger complaints, action(s) taken and results of actions taken, Missed Trips
- Number of ADA trips for individuals 60 and older, Number of ADA trips for individuals under 60, Number of ADA trips by community, Number of ADA lift trips, Total No-Shows and Cancellations, Number of ADA No Shows and Cancellations, PCAs transported, if applicable, Companions transported, if applicable
- Written documentation of employee problems, action(s) taken and results of actions taken
- Written documentation of customer problems, action(s) taken and results of actions taken
- Performance Indicators: Miles between maintenance road calls per month, Average number of buses out of service per month, Fixed route lift failures per month, Number of complaints per 1,000 passengers per month, Total accidents per 100,000 miles per month, Collision accidents per 100,000 miles per month, Total preventable accidents per 100,000 miles per month, Passenger accidents per 100,000 miles, Maintenance per month inspections/scheduled/completed/failed, Missed trips, On-time performance, Spare ratio

National Transit Database (NTD) Statistics: All public transit service provided by CCRTA must be reported annually to the FTA in a completed National Transit Database report. The Contractor shall collect data, keep records and provide reports sufficient to enable CCRTA to meet its FTA NTD reporting requirements. The Contractor shall be responsible for obtaining all pertinent FTA NTD regulations and procedures to ensure that all required information meets FTA definitions and accuracy requirements. The Contractor shall be responsible for keeping all the NTD data collection procedures current with the most recent FTA guidelines. The Contractor must submit monthly NTD report on its operated service to CCRTA.

Fixed Asset Inventory Certification: The Contractor must maintain and provide annually a Fixed Asset Inventory Certification to CCRTA. This certification must include:

- Vehicle Description (year, make, model, standing capacity, seating capacity, number of doors, fiscal year mileage, year to date mileage)
- Vehicle Condition including (radio, MDC, lift equipment)
- Spare Parts Inventory (description, quantity, identification number, condition)
- Equipment Inventory (description, quantity, identification number, condition)
- Vehicle Disposal (year, make, condition, vehicle number, plate number, serial number, mileage, date of disposal)

The inventories should be consistent with good business practices and should not contain excessive amounts of equipment and parts.

Accident and Incidents: The Contractor must maintain records of any incident or accident that occurs. All Drivers must complete a report for any unusual or extraordinary event that happens during their work shift. All Drivers must complete the forms included in an accident/incident kit for any matters involving personal injury or property damage. The Contractor must immediately report any accident to CCRTA with an initial assessment of the impact of the accident on persons or property. Further, the Contractor must provide CCRTA with the following information regarding such accident or incident within three business days or as soon as available from outside sources:

- a detailed, and written estimate (suitable, as determined by the CCRTA, for use by the Contractor in pursuing and defending property damage insurance claims) of the damages to CCRTA
- a copy of any police reports associated with the accident
- a report of the post-accident testing when such testing is required.

In addition, the CCRTA utilizes a database software program for entry, tracking and analysis of accident, incident and claims data. All accidents, incidents and claims relating to the Contractor and the CCRTA's paratransit van operator-Contractors shall be entered in the first instance and tracked by the Contractor in the database. The Contractor shall employ an individual to work regularly and cooperatively with the CCRTA, regarding the collection, entry, tracking, reporting and analysis of accident, incident and claims data for claims or lawsuits initiated against the Contractor, the paratransit van operator-Contractors and/or the CCRTA.

All accidents are reported to the FTA as required by Federal Law. This reporting is done by CCRTA.

Drug and Alcohol Testing Program 49 CFR Part 655: Handling of Test Results, Record Retention and Confidentiality

- General Requirement: The Contractor shall maintain records of its alcohol misuse and controlled substances, including Brokerage (true?) and COA Drivers use prevention programs, as provided in this section. The records shall be maintained in a secure location. Access thereto shall be limited to an employee of the Contractor designated to have such responsibility.
- Period of Retention: The Contractor shall maintain the records in accordance with CFR 655.71
- Reporting of Results in a Management Information System (see CFR 655.72)
- The Contractor shall prepare and maintain a summary of the results of its drug and alcohol testing programs during the previous calendar year. These summaries must be prepared and submitted to the FTA by March 15th of the applicable year.

Workplace Analysis – Quarterly: U.S. DOT, through CCRTA, requires the Contractor to report information regarding the workforce. This information must be submitted on a quarterly basis and must include the following: Total number of employees by job title, sex, minority group, employees hired by job title, sex, minority group, applications received by job title, sex, minority group (if applicable), employees terminated by

sex and minority group, employees retired by sex and minority group, resignations by sex and minority group, deaths by sex and minority group.

Financial Reporting

Financial Records: The Contractor shall identify an individual(s) on its Management Staff who will be responsible for the standard accounting billing procedures as are required by the CCRTA and in accordance with the terms of the Contract. The Contractor will be required to provide budget, payroll and billing data as needed in a format approved by the CCRTA.

Funds and Operating Expenses: The contract between the CCRTA and the Contractor will be on a “Cost Plus Management Fee” basis. Starting in FY2022, all bills, with the exception of Contractor’s Management Staff expenses are paid directly by CCRTA. There is no “float” required of the contractor while waiting for reimbursement with the exception of incidentals purchased on an emergency basis. For such an expense, the CCRTA currently has a purchase requisition form that must be submitted by the Contractor for review by appropriate personnel of the CCRTA before reimbursement.

Submission of invoices for payment

- Payment of the Management Fee shall be submitted by the Operator the last week of the month for the current month Management Fee.
 - CCRTA will reimburse the Operator within 10 working days

Budget, Projections and Recommendations: The Contractor shall work with the CCRTA’s Chief Financial Officer and Accounting Manager to prepare financial projections and necessary annual budgets, as required by CCRTA. CCRTA reserves the right to audit and verify all financial information and records.

- Develop an Operating and Capital Budget in advance of the fiscal year covering the period July 1st through June 30th to be approved by the CCRTA
 - 1st Draft Operating and Capital Budget submission by February 1st
 - Final Draft Operating and Capital Budget submission by March 15th
 - CCRTA final review and approval by March 31st

Section 5

Checklist and Forms for Submission Proposal

5.) CHECKLIST

All proposals shall include at a minimum the following mandatory items to be responsive.

Use Separate Envelope for Monthly Management Fee (Form Attached)

Use Separate Envelope for Items in Checklist/Cost Proposal

- Transmittal letter, signed by an Officer of the organization, which states that:
 - The information contained in this submission is accurate and complete as of the date of submission
 - The organization is willing to comply with contractual requirements pertaining to equal employment opportunity, fair employment practices and CCRTA's DBE Goal of contracting opportunities
 - The organization is not on the Comptroller General's List of ineligible Contractors

- Identification of Offeror and General Information (Form Attached)

- Reference list (Form Attached)

- Reference List Accountability (Form Attached)

- Financial capability (Form Attached)

- Name, qualifications, and experience of proposed resident General Manager and Assistant General Manager. (Form Attached, and include resumes)

- Names, qualifications, and experience of other key individuals in your organization who would be routinely involved with the required services. (Form Attached, and include resumes)

- Identify all support services your organization would provide to the General Manager (Form Attached)

- Describe your organization's paratransit experience (Form Attached)

- Describe your organization's fixed route experience (Form Attached)

- Organization's DBE Plan. Indicate how your organization will establish good faith efforts to achieve CCRTA annual DBE Goal for goods and services (Form Attached)

- DBE certification (Form Attached)

- DBE Letter of Intent (*required if submission includes DBE commitment*) (Form Attached)

- In order to ensure that your organization's fixed route and coordinated paratransit philosophy and management approach are compatible with the goals of CCRTA, describe the approach your organization and General Manager would pursue in order to achieve the proposed Performance Measures expected of Management beginning **October 1, 2023**, that will ensure efficient and high-quality transportation services
- Vehicle Inventory/Provide list (number and types) of vehicles previously operated and maintained (CCRTA is interested in the types of vehicles you have maintained in other operations. An exhaustive list is NOT required)
- Describe the vehicle maintenance programs to be used by your organization for both preventive and corrective maintenance
- Provide any additional information, which you believe, may be relevant to the evaluation of your organization's proposal
- Bidders Federal, State & Other Certifications. These certifications must be signed and submitted prior to consideration of bidder's proposal. Bidders are encouraged to submit them **with** each organization's proposal. A proposal which does not include the required certifications will not be reviewed.
- Cost Proposal
- Electronic Copy of Proposal on Flash Drive or File Hosting Service such as Dropbox or Google Docs

IDENTIFICATION OF OFFEROR AND GENERAL INFORMATION

Identification of Respondent:

Name of organization: _____

Business address: _____

Telephone Number: _____

Legal Status of Organization: (Check one)

- Corporation
- Joint Venture
- Partnership
- Sole Proprietorship
- Other (Identify): _____

Name of Chief Executive Officer of Organization: _____

Name of individual designated to represent your organization in subsequent discussions or negotiations related to this solicitation:

Name: _____

Phone: _____

Name of individual designated to represent your organization after a contract is signed:

Name: _____

Phone: _____

Describe the major business functions or activities of your organization: (use additional pages as required)

DESCRIBE YOUR ORGANIZATION'S PARATRANSIT EXPERIENCE

List all Paratransit Operations that you have managed over the last 10 years, starting dates, duration of contracts, was the contract renewed? If not why not? % of total contracts renewed. Has any contract been terminated? Has there been any litigation/arbitration with any Customers? If so, enumerate.

DESCRIBE YOUR ORGANIZATION'S FIXED ROUTE EXPERIENCE

List all Fixed Route Transit Operations that you have managed over the last 10 years, starting dates, duration of contracts, was the contract renewed? If not why not? % of total contracts renewed. Has any contract been terminated? Has there been any litigation/arbitration with any Customers? If so, enumerate.

Performance Measures for Cape Cod Transit Services for FY24 and Beyond

1. Productivity:
 - a. Fixed Route and Paratransit:
 - i. [5%] increase in total passengers divided by total revenue hours for year 1, reduced by 1% each year for four years.
 - ii. Paratransit: [5%] increase in total passengers divided by total revenue hours for year 1, reduced by 1% each year for four years.
2. Reliability:
 - a. Fixed Route On-Time Performance (compared to base year):
 - i. [1%] of the time a vehicle leaves the start of a run early.
 - ii. [95%] of the time a vehicle leaves the start of a run within 5 minutes of scheduled time.
 - b. Missed Trips.
 - i. Less than [1%] of trips are missed due to vehicular availability or Driver availability compared to all scheduled trips as documented in computer assisted scheduling and dispatching software.
3. Service Effectiveness:
 - a. Fixed Route and Paratransit (compared to previous year):
 - i. [5%] increase in passengers per revenue mile for year 1, reduced by 1% each year for four years.
 - ii. [5%] increase in passenger per revenue hour for year 1, reduced by 1% each year for four years.
4. Complaints
 - a. Fixed Route and Paratransit (compared to previous year):
 - i. Decrease in number of complaints per 1,000 passengers per month

Methodology for performance measures above should conform to TCRP Report 88, A Guidebook for Developing a Transit Performance Measurement System (2003) at http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_report_88/Guidebook.pdf

These performance measures will be automatically calculated by the CCRTA computer assisted scheduling and dispatching (CASD) software on a monthly basis and analyzed by CCRTA by seasonal schedule.

Guidance Concerning DBE “Good Faith Efforts”

Good Faith Efforts procedures must be documented on contracts utilizing federal funds that have an established DBE goal. Award requires a bidder/offeror be able to show good faith efforts were performed to meet the goal. A good faith effort is defined as one where the bidder:

1. Documents that it has obtained enough DBE participation to meet the goal; or
2. Documents adequate good faith efforts, even though it did not meet the goal.

This attachment “Guidance Concerning Good Faith Efforts” provides grantees with suggested types of actions they should perform/document to demonstrate good faith efforts.

These efforts must be active steps, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract.

This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE’s capabilities. Further, the DBE’s standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) is not legitimate causes for the rejection or non-solicitation of bids in the Contractor’s efforts to meet the contract DBE participation goal.

The following, which is not all inclusive, list types of actions which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract.

1. Attendance at a pre-bid meeting, if any, scheduled to inform DBEs of subcontracting opportunities under a given solicitation.
2. Advertisement in general circulation media, trade association publications, and minority-focus media.
3. Written notification to capable DBEs that their interest in the contract is solicited.
4. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - a. The names, addresses, and telephone numbers of DBEs contacted and the date.
 - b. A description of the information provided to DBEs.
 - c. A statement explaining why additional agreements with DBEs were not reached.
5. For DBE bidders contacted but rejected as unqualified, the reason for that conclusion.
6. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder.
7. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
8. Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
9. Evidence that adequate information was provided to DBEs about the plans, specifications and requirements of the contract, and that information was communicated in a timely manner.
10. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

Source: Best Practices Procurement Manual, 7.3.5.4 “Good Faith Efforts to Meet Contract Goals”

A good video can be found at <http://www.fhwa.dot.gov/federal-aidessentials/catmod.cfm?id=85>

ORGANIZATION'S DBE PLAN

Indicate how your organization will establish good faith efforts to achieve CCRTA annual DBE Goal for goods and services in FY24 and beyond. Example of Schedule of Participation, Letter of Intent, Affidavit and Unavailable Certification should be incorporated in plan.

SCHEDULE OF PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE

PROJECT No. _____ LOCATION _____

(NAME OF PRIME BIDDER)

NAME OF DISADVANTAGED BUSINESS ENTERPRISE	ADDRESS	TYPE OF WORK AND CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED START AND FINISH DATE FOR WORK	AGREED PRICE

A copy of the DBE's most recent certification and an original affidavit must be attached to this schedule

DBE/WBE/MBE CERTIFICATION

Does your organization qualify as a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE) or Minority Business Enterprise (MBE)?

Yes No

If yes, please attach copy of certification.

Will your organization utilize a subcontractor that is a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE) or Minority Business Enterprise (MBE)?

Yes No

If yes, please attach copy of certification.

DBE's will be afforded full opportunity to submit proposals in response to the request and will not be discriminated against on the grounds of race, color, sex, national origin, or veteran's status in consideration for an award. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil right regulations.

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
LETTER OF INTENT**

To: _____
(Name of Prime Bidder)

The undersigned intends to perform work in connection with the above project as (check one):

- _____ an individual DBE
- _____ a partnership a joint venture
- _____ a corporation

The Disadvantaged Business status of the undersigned is confirmed:

- (a) On the reference list of Disadvantaged Business Enterprises dated , or
- (b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project,
(Specify in detail particular work items or parts thereof to be performed):

At the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with the CCRTA.

Date: _____
Name of Disadvantaged Business Enterprise

By _____

Section Six

Cost Proposal

Use Separate Envelope for Monthly Management Fee

CCRTA MANAGEMENT FEE COST PROPOSAL FORM

The contract between the CCRTA and the Contractor will be on a “Cost Plus Management Fee” basis. Identify the Monthly Management Fee, per year, your organization will charge the CCRTA for the requested services. This fee includes the General Manager's and Assistant General Manager’s salary and fringes, support services provided by your organization, and profit. Provide detailed explanation for periodic support services’ cost outside the annual management fee for the General Manager's and Assistant General Manager’s salary and fringes. *Please include one original and two copies in a separate envelope from proposal marked Cost Proposal.*

MANAGEMENT FEE			
Fixed Management Fee	MONTHLY		ANNUAL
Year 1	\$	x 12 =	\$
Year 2	\$	x 12 =	\$
Year 3	\$	x 12 =	\$
Year 4	\$	x 12 =	\$
Year 5	\$	x 12 =	\$
TOTAL 5 YEAR MANAGEMENT FEE			\$

Describe any additional support services provided under the Management Fee proposal listed above. Items could include: *Legal, Safety, Driver Training, Dispatching/Scheduling Training, Environmental, Labor Relations, Management, Information Technology Systems, Financial, Routing, Fares, Intelligent Transportation Systems*

Management Fee Includes:

Describe any additional support services provided **that are not included** the management fee proposal listed above. Items could include: *Legal, Safety, Driver Training, Dispatching/Scheduling Training, Environmental, Labor Relations, Management, Information Technology Systems, Financial, Routing, Fares, Intelligent Transportation Systems*

Management Fee Excludes:

Cost

_____ \$ _____

_____ \$ _____

_____ \$ _____

PROPOSAL ACKNOWLEDGEMENT FORM

By submitting a proposal, the undersigned acknowledges that they have read and understands all the requirements and provisions contained in the RFP.

Firm Name: _____

Address: _____

Contact

Person: _____

Phone: _____ Fax: _____

Email: _____

Name: _____

Print

Title: _____

Signed: _____

Signature

Date: _____