



CAPE COD REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

FOR

TRANSIT OPERATIONS MANAGEMENT, TECHNICAL ASSISTANCE, INNOVATION AND PERFORMANCE IMPROVEMENT SERVICES

CAPE COD REGIONAL TRANSIT AUTHORITY

July 17, 2026

John Kennedy
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CCRTA's Vision for This Contract

The Cape Cod Regional Transit Authority (CCRTA) is seeking an operator-management partner that can oversee the safe provision of daily service while helping modernize CCRTA through data, dashboards, predictive analytics, automation, AI-supported reporting, better scheduling, procurement savings, labor productivity, and a more coordinated regional mobility ecosystem. In many ways, this RFP would be considered a consulting contract procurement as CCRTA wishes to retain the existing operational staff and draw on the strengths of a management company to evaluate our current practices and propose and then implement accepted changes to bring about improvements to the services provided to our clients on Cape Cod. CCRTA expects the selected Contractor to understand that operational efficiency is not an end in itself. Every improvement in scheduling, safety, dispatching, maintenance, data, procurement, and customer communication must ultimately be directed toward better service for the people of Cape Cod. This is of paramount importance and will weigh on the scoring of proposals in the evaluation of submitted bids.

INTRODUCTION

The contract resulting from this Request for Proposal is for services as outlined in this document in accordance with current Federal Transit Administration (FTA) guidelines. The selected Management Contractor will provide services commencing **October 1, 2026**, for a term of five (5) years, ending **September 30, 2031**, at the discretion of the Administrator. Additionally, there is a possibility of three one-year extension to **September 30, 2034**, again at the discretion of the Administrator.

Potential bidders are cautioned to read this RFP carefully as CCRTA's business model and the services we seek via this RFP to deliver those services is vastly different than most transit agencies. Our model is a "cost-plus management contract". CCRTA directly reimburses employee payroll and fringe benefit costs including those of the General Manager and Assistant General Manager as well as most all vendor bills. In those limited instances the Management Company pays allowable invoices directly, reimbursement by the CCRTA is processed within ten business days through a supplemental billing which averages less than \$10,000 per month. It is important to note that under this business model, the Management Companies are not being asked to "float" payroll or operational expenses. As stated above, CCRTA is seeking the services of a management company to evaluate, oversee, execute improvements and generally bring the expertise they have to make CCRTA better. Later sections of this document will provide an outline of what CCRTA will be responsible for under this contract and what we expect the winning bidder to provide over the ensuing contract years.

Where there are areas that are not sufficiently explained in this document, bidders are encouraged to send questions which will be answered and posted online as quickly as possible. Please take advantage of this.

Management Services RFP Timeline

Advertise RFP CommBUYS & CCRTA website	July 17-31, 2026
Last Day for Questions for this Management RFP	July 28, 2026
Proposals Due @ 2:00 p.m.	August 14, 2026
Proposals Sent to Selection Committee	August 14, 2026
Schedule Interviews	Week of August 24 th
Conduct Interviews	Week of August 31
Select Contractor	September 8, 2026
Negotiate/Sign Management Contract	September, 2026
New Management Contract Begins	October 1, 2026

The RFP Consists of Seven (7) Sections:

- 1) General Information about CCRTA
- 2) Submission Information
- 3) CCRTA Responsibilities Under This Agreement
- 4) Management Company Responsibilities Under This Agreement
- 5) Evaluation Criteria
- 6) Checklist and Forms
- 7) Cost Proposal
- 8) Attachments

Section One

General Information

1.) GENERAL INFORMATION ABOUT CCRTA

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 158 revenue vehicles including, 30 foot transit buses, 19 - 26 foot mini-buses and vans, and 8 service vehicles, that operated 3,084,675 vehicle miles and 197,732 vehicle hours in CY25. CCRTA provided 192,659 demand response, 596,860 fixed route trips in CY25. 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. All vehicles used in Fixed Route Service are equipped with automatic passenger counters (APC) as well. CCRTA's public web-based *Google Transit Trip Planner* and GPS Locator can be viewed at <https://www.capecodrta.org>. 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.

1.1) Service Area and Hours of Operation

Dial-A-Ride Transportation (DART): CCRTA provides demand-response 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.

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. An appropriate vehicle is dispatched to pick up and later to return the passenger. A two-way radio system is utilized for vehicle voice communication and a mobile data terminal for text and schedules.

SmartDART: CCRTA provides on-demand, door-to-door, app-based ride-hail service on an "as-available" basis. Customers may travel anywhere within defined travel zones.

The vehicles used in providing DART and SmartDART services are owned by the Authority and all are equipped with wheelchair lifts. The vehicles are provided to the operator as part of the operating contract, which contain strict Federal and State guidelines for the maintenance and care of the vehicles. The vehicles range from 4-8 passenger vans to 12-18 passenger mini-buses.

CCRTA On-Demand (DART and SmartDART) Service Hours

- Service: 7:00 a.m. to 7:00 p.m. Monday – Friday; Saturday 9:00 a.m.-7:00 pm;

ADA 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.

Fixed Route: CCRTA fixed route services currently consists of seven year-round routes and three additional seasonal routes. Routes vary in frequency from 30 minutes in summer to 60 minutes off-season, in most cases. Fixed Route services are "fare-free", funded through State appropriation.

1.2) Fixed Route Service Description:

- Year-Round Fixed Route Service

Presently, year-round fixed route services provided by the Authority includes: the SeaLine/Hyannis to Woods Hole, the Barnstable Villager/Hyannis Transportation Center to Barnstable Village, the Hyannis Area Loop, the H2O/Hyannis to Orleans, Bourne Run/Buzzards Bay 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 $\frac{3}{4}$ 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 Beach and North Truro.

- Boston Hospital Transportation (BHT)

CCRTA provides medical transportation services Monday through Thursday by reservation from Cape Cod to all the major hospitals in the Boston area. This service picks up in six locations in our service area and stops at twenty-four hospitals and medical centers in Boston.

Fixed Route Service Hours

- Hourly service, ranging from 4:00 a.m. - 11:00 p.m. eight months out of the year; no Sunday service and limited holiday service
- Hourly service, ranging from 4:00 a.m. - 2:30 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

Contractor Dispatching Service Hours

- The CCRTA's Operations Center is open for business Monday-Saturday 5:00 a.m. - 11:00 p.m.
- During the summer, the Operations Center is opened seven days a week 5:00a.m. - 2:30 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, Veteran's Day, Thanksgiving Day, Christmas.

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 at <https://www.capecodrta.org/>).

1.3) Human Service Transportation (HST):

The CCRTA no longer provides Human Service Transportation Services as this service has been consolidated with regional providers under contract with the Commonwealth of Massachusetts.

1.4) Staffing:

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

Union Personnel:

UNION PERSONNEL (ATU 1548):

- 69 Full-time year-round Operators
- 55 Part-time year-round Operators
- 3 Seasonal Operators (May through September)
- 8 Full-time year-round Mechanics
- 1 Full-time Mechanic Apprentices
- 4 Full-time year-round Utility employees
- 1 Part-time year-round Utility employee
- 2 Part-time year-round Janitor
- 2 Full-time year-round Electronics Technician
- 1 Full-time year-round Bookkeeper
- 2 Full-time year-round Clerical/Bookkeeper
- 2 Full-time year-round Schedulers
- 11 Full-time year-round Dispatcher/Schedulers
- 1 Part-time Seasonal Dispatchers

162 Total Union (ATU 1548) Personnel

NON-UNION PERSONNEL:

- 1 Full-time year-round Operations Manager
- 1 Full-time year-round Operations Supervisor
- 4 Full-time year-round Transportation Supervisors
- 1 Full-time Call Center Manager
- 1 Full-time Call Center Supervisor
- 1 Full-time year-round-Safety & Training Manager
- 1 Full-time year-round Safety & Training Supervisor
- 1 Full-time year-round Human Resources/Risk Manager
- 1 Full-time year-round Payroll Manager
- 1 Full-time year-round Fleet Manager
- 1 Full-time year-round Parts Manager

14 Total Non-Union Personnel

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 09/30/2028.

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 FY27 Operating Budget for the CCRTA (See Attachment B)
- Current Contract between CCRTA and MV Transportation of Cape Cod (See Attachment C)

1.5) 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 assist the CCRTA in updating the Plan and will share significant responsibility in its implementation. 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 as early as practical given the available funding and buses capable of providing coverage (mileage) to support our service area. Original plans called for 2030 conversion but this is no longer considered possible.

The CCRTA continues to evaluate opportunities to improve regional mobility, enhance customer access, reduce duplicative services where appropriate, and better coordinate available transportation resources throughout Cape Cod. As part of this ongoing effort, CCRTA is exploring opportunities to partner with public, private, nonprofit, municipal, human service agencies, and other transportation providers to improve the availability, efficiency, and coordination of transportation options within the region. These efforts may include evaluating new service delivery models, technology-based coordination tools, shared service approaches, or other mobility management strategies that support improved access for residents, visitors, employers, human service agencies, and other regional stakeholders. At this time, CCRTA has not finalized any specific service model, implementation plan, or contractual structure related to these potential initiatives. However, CCRTA is providing this information to ensure that proposers are aware of the Authority's interest in continued service innovation, regional coordination, and mobility management. *Proposers are encouraged to describe any relevant experience, recommendations, or innovative approaches related to coordinating multiple transportation providers, reducing duplicative service, improving on-demand or demand-response transportation options, and enhancing regional mobility through partnerships or technology.*

Section Two

Submission Information

2.) SUBMISSION FORMAT – The Essentials of this RFP

A Signed Original, and an electronic copy on a flash drive of the Proposal Should Be Mailed or Delivered To:

John Kennedy, Administrator
CCRTA
215 Iyannough Road, P.O. Box 1988
Hyannis, MA 02601

*** Be aware that CCRTA does not receive mail delivery to the street address. Anything mailed to CCRTA MUST be addressed to the post office box.**

Contact Number for Information: 508-775-8504 x249 or philton@capecodrta.org (Paul Hilton). Email preferred.

2.1) Submission Deadline:

Proposals must be received at the CCRTA Administrative Offices no later than 2:00 p.m. on Friday, August 14, 2026. 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).

The Contractor must comply with the provisions of *Title VI of the Civil Rights Act of 1964*, as amended, and all applicable federal regulations including 49 CFR Part 21.

The CCRTA reserves the right to accept or reject any and all proposals as it deems in its best interest. Additionally, CCRTA reserves the right to request additional information from any proposer at any time during the evaluation and selection process. 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.

2.2) Preproposal Conference:

CCRTA is **not** offering a preproposal conference for this RFP. Questions concerning this proposal must be submitted by email to philton@capecodrta.org and will be received until the close-of-business at 4:30 p.m. on Tuesday, July 28, 2026. Questions will be answered as quickly as possible and posted to the CCRTA website at <https://capecodrta.org/contact/notices/> as well as CommBUYS. Bidders are cautioned to check these sites often as additional questions may be answered up until the deadline. All questions are considered public and the requestor will not be identified when the question is answered.

2.3) Revisions to the RFP:

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

2.4) Required Clauses and Certifications:

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. Attachment E 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.

2.5) 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. CCRTA has a goal of 4.2% percent for DBE participation in its overall contracting. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil rights regulations. Typically compliance will include proof of DBE eligibility and proof of payment to subcontractors if used, annually or as appropriate. There will be bonus points added to bidders who meet this goal. DBEs are encouraged to respond to this solicitation notice.

2.6) 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 protest 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 line at: <https://capecodrta.org/contact/notices/> .

2.7) 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 all factors considered (best value) and may be made without discussion of proposals received. It is recommended to bidders that proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

2.8) Start-up Costs

CCRTA recognizes that there may be additional costs for any vendor in the first year of a contract giving the incumbent a perceived advantage in the bidding process. To offset this, CCRTA is asking that in the price proposal section of the bids, bidders identify any start-up costs (non-recurring costs associated with initial start-up) which, while still being considered, will have a lesser impact in the scoring than a higher overall first year expense.

Please break out what these anticipated costs are expected to be and the job titles of professionals that you intend to assign to address them. In this breakout, please identify the hourly rate and expected hours associated with these expenses. Please be as specific as you can. CCRTA has included a section of this document that identifies items which we consider to be “Start-Up Costs” in Section 4.32 which Bidders should include in their estimates but not be limited to if they foresee other costs.

2.9) Required Forms and Submission Format

CCRTA further acknowledges that bidders may wish to respond to sections of this document where a “Form” does not exist. In that event, bidders are requested to attach extra sheets with the Section Number identified that they are responding to and attach them to their proposal. Please be reasonable in your submissions and only include what you believe addresses the issue.

Section Three
CCRTA Responsibilities
Under This Agreement

3) CCRTA Responsibilities Under This Agreement

- CCRTA will provide the Contractor with all equipment, facilities (owned or leased), and operating funds for the operation of service.
- CCRTA is responsible for the cost of all expenses associated with the vehicles in revenue service and service-related vehicles.
- CCRTA is responsible for the cost of maintenance to the facility as well as recurring expenses associated with the operation of the facility such as utilities, insurance and repairs.
- CCRTA is responsible for facility improvements and vehicle acquisition capital costs.

3.1) Funds and Operating Expenses:

The contract between the CCRTA and the Contractor consists of an annual Management Fee that will be reimbursed in twelve (12) equal monthly installments for the Management services outlined in this RFP. All costs related to the salary and benefits of the General Manager and Assistant General Manager are NOT to be included in the Management Fee. These expenses will be itemized and invoiced by the Contractor and paid directly by CCRTA along with other payroll expenses. In addition, the CCRTA will reimburse the Management company monthly for costs incurred directly related to the operations of the contract, with prior approval required by the CCRTA. Payment processing for all other costs involved in the Operation of the Management company will be the responsibility of the CCRTA. Under the executed contract between the CCRTA and Management Company, the following operating expenses are either paid or reimbursed directly by the CCRTA:

- Operator Costs of the Transit System, as used herein, shall mean all costs and expenses incurred that are directly attributable to the operation of the Transit System, including:
 - All wages and other compensation due or payable to all personnel (inclusive of General Manager and Assistant General Manager) necessary to operate the Transit System
 - All fringe benefits, pension benefits, transmittal payments of employee payroll deductions
 - Any other benefits plan payments and related expenses pertaining to all personnel necessary for the operation of the Transit System (e.g. vacation and sick pay, payroll taxes and costs, social security taxes, property taxes, employee withholding taxes, and all other taxes pertaining to the operation of the Transit System)
 - Statutory workers' compensation insurance coverage
 - Costs for accounting and record keeping, costs for any audits required by federal, state, local, or other governmental authorities with jurisdiction; Training costs, all costs associated with maintenance of the Transit System facilities, equipment, or vehicles, the cost of all tools, maintenance equipment, rental fees, utilities, association dues, insurance premiums, insurance deductibles, supplies, parts, computers and office supplies and equipment, fuel costs, lubricants, uninsured losses, all costs of compliance with legal requirements or government regulations and all other direct charges, costs, and expenses pertaining to or arising out of the operation of the Transit System.
- Operator Costs of the Transit System requiring preapproval before proceeding include: management company direct expense attorney fees, judgements, and settlements, safety reviews, labor negotiations, financial reviews, and special projects
- Supplemental Invoices: For those few invoices processed directly by Management Company for subsequent reimbursement, the Management Company is responsible for submitting invoices within 15

business days after the close of the prior month's payment activity to the CCRTA, which will be reimbursed within ten business days.

Note: Payroll and related employee benefits (excluding the General Manager and Assistant General Manager, which the Management company is reimbursed on a monthly or more frequent basis) are paid directly by the CCRTA. Additionally, all invoice billings, with very few exceptions, are paid directly by the CCRTA. As a result, there is no advance cash "float" of any significance required by Management Company.

For an expense that is outside the ordinary, the CCRTA currently has a purchase requisition form that must be submitted by the Contractor for review by appropriate personnel of the CCRTA for approval prior to the purchase by the Contractor of such services or goods. All procurements by the Contractor must comply with FTA guidelines and require the prior review and approval of the CCRTA.

Section Four
Management Company
Responsibilities
Under this Contract

4.) MANAGEMENT COMPANY RESPONSIBILITIES UNDER THIS CONTRACT

4.1) Scope of Work Overview:

The Transit Management Company, including their selected operations subsidiary (if applicable), hereinafter referred to as “The Contractor,” shall provide oversight and direction to ensure operationally dependable, customer-friendly, fixed route services, on-demand services, and ADA services for passenger use in the most cost-effective manner. Furthermore, 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 and in conformance with State and Federal regulations. Qualified Contractors must be capable of providing Management Services including, but not limited to the following:

A. Management Team:

As stated previously, it is the intention of the CCRTA to enter into a contract with the chosen Operating Company which includes the current Management Team. In the event that a bidder chooses to propose a change to the management team, a detailed alternate staffing plan, transition risk analysis, and justification should accompany their bid submission. Regardless of whether bids include the current team or propose a change, the General Manager and the Assistant General Manager will be directly employed by the Contractor but the costs of their employment will be reimbursed by the CCRTA outside the monthly management fee.

Any change to the General Manager and Assistant General Manager shall be subject to the prior written approval of the CCRTA Administrator. No appointment, replacement, reassignment, termination, material change in duties, or material change in compensation for either position may occur without prior written approval of the Administrator. CCRTA reserves the right to require removal or replacement of either position if, in the Administrator's judgment, performance, cooperation, responsiveness, leadership, safety culture, or alignment with CCRTA's mission is deficient.

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

- 1) The Contractor will be 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).
- 2) Oversight 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, and special projects and all service related thereto.
- 3) Oversight of all personnel related services, consisting of employee hiring, firing, discipline, training, efficient deployment, 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 Contractor is required to employ the existing employees, as necessary, in accordance with FTA 5333(b) and covered union contracts directly or through a third-party company.*

Note: Managerial staff is not covered by collective bargaining however, decisions about hiring and firing must be approved by the CCRTA Administrator.

- 4) Provide financial management oversight and direction consisting of procurement/purchasing, billing, budgeting, forecasting, performance monitoring, planning, compliance with federal, state, and local regulations, and preparation of reports as necessary.
- 5) Reporting and compliance requirements for Federal and State oversight agencies are significant. The Management Company will be required to provide oversight and direction of all data required to satisfy this obligation including changes which may occur to the requirements in the future years of the contract.

4.2) Additional Responsibilities

- Assisting CCRTA in carrying out the functions of transit planning, marketing, real estate management, equipment and building utilization and maintenance, safety and security, Intelligent Transportation System (ITS) management and design, routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety, insurance and claims, public relations, equipment selection, grant applications, and all other normal managerial functions reasonably required in the day to day operation of the Transit System
 - Note: Employee selection and training, employee relations, labor negotiations (excluding interest arbitration), shall be the responsibility of the current Operating Management Team
- Employment, supervision, hiring, and training of all personnel (including Drivers, Dispatchers, Schedulers, Supervisors, Clerks, and Maintenance personnel)
- Supervision of fixed route and on-demand operations and dispatching of vans/buses
- Ensuring CCRTA equipment is maintained and repaired 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, as requested by CCRTA
- Negotiation support which provides expertise and supporting data both regionally and nationally for all union and non-union negotiations
- Submitting required reports, as deemed necessary by the Administrator
- Reporting monthly performance measurements (both State and Federal)
- Adhering to the CCRTA complaint resolution policy that meets ADA requirements (procedures must apply to all passengers) (See Attachment F)
- Ensuring that all of the Contractor's staff undergoes training as outlined in this document 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
- Recruiting and hiring 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 cost of on-boarding (advertisement, background checks including medical) all employees shall be the responsibility of the CCRTA through the supplemental monthly expenses.*
- And such other work as may be necessary to comply with the requirements contained herein.

4.3) Customer Service and Communication

Customer service of all CCRTA and Contractor employees is the first priority and must be 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, participation in the 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. The Contractor should have an 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, other languages, 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 or other agreed upon method)

The Contractor must ensure that all information regarding route changes, detours, bus breakdowns and other pertinent general information is transmitted to the Customer Service (Call) Center as well as the Hyannis Transportation 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 assist 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 upon receipt of a passenger complaint, after inserting the complaint into the designated complaint 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 the 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. Much of the CCRTA Complaint Resolution is directly required under various Federal statutes and bidders that are not familiar with these policies should review them to be sure they comply.

4.4) Fares

CCRTA's fixed route and ADA paratransit operations are currently provided at no charge to all customers. This service is subsidized by grants from the Commonwealth of Massachusetts and sundry Federal grants which are subject to annual appropriations. In the event that subsidies change, bidders should know that this may change in the future. All CCRTA vehicles are equipped with fare collection equipment that can be operated in that event so no additional expense is expected for operating companies nor will they be considered.

On-Demand DART is arranged by route, with a base fare for each route and an extra charge for subsequent routes. The Boston Hospital Trip fare is \$15 each way or \$30 for a round trip. The Contractor will be responsible for collecting, handling, and transferring passenger fares to an armored car service with the assistance of a CCRTA employee. CCRTA manages the counting and record keeping of collected fares. The amount of all collected fares, and passes shall be analyzed and reported to CCRTA at least quarterly with the intent of flagging any anomalies. 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. All revenue received shall be transferred to armored car service with the assistance of a CCRTA employee for deposit.

SmartDART (On-Demand service), collects all fares within the mobile app and no further action regarding fares need be taken by the Operator.

4.5) Facilities

CCRTA will provide administrative, maintenance, and vehicle storage facilities. These facilities are currently located at 40 American Way, South Dennis, Massachusetts with some vehicles placed at the Hyannis Transportation Center. The Contractor will be responsible to work with CCRTA Facilities Manager to ensure that all maintenance necessary to keep CCRTA facilities in good working and continual order is performed. The cost of said maintenance shall be an expense of the CCRTA unless caused by circumstances within the control of the Operator.

4.6) Personnel Specifics

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. The Contractor's agents and employees who violate these policies are to be removed from work on this Contract.

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.

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 must obtain a National Criminal Records (CORI) 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 at least three (3) years driving experience. This report must be updated annually. The look-back 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 maintain 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

4.7) Interaction with CCRTA Personnel:

The Management Staff shall coordinate closely with CCRTA personnel on project and operating status. Representatives of the Contractor shall attend a quarterly CCRTA meeting, at least once annually in person, 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, disciplinary actions, and the like. CCRTA expects the Contractor to make ongoing checks to:

- Evaluate performance
- Check conformance to route schedules, and on-time performance
- Validate ridership data, among other things
- Assess Customer Service Satisfaction

- Assess Fare-Handling Procedures where appropriate
- Oversee vehicle maintenance, repairs, and cleanliness
- Oversee Vehicle Operation

4.8) Managers:

The Contractor shall oversee the Management Staff's efficient operation of the transit system. The Management of the transit system shall be the Management Staff's sole responsibility and full-time job.

4.9) Supervision for Fixed Route, ADA, DART, SmartDART 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 when applicable, 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: 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.

4.10) Drivers:

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 safe manner
 - Drivers are required to announce all stops
 - 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
 - For fixed route service, 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.
- 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.
- Training Manual:
 - The Contractor shall develop and maintain at least bi-annually, a training manual that includes required MAP and ADA 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. This manual should be sufficient to satisfy the Federal requirements that are audited every three years in the Agency Triennial review.
- 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 with at least three years driving experience

- A valid Commercial Driver's License (CDL), Class B, air brake and passenger endorsement license when required
- A valid Commonwealth of Massachusetts Department of Public Utilities (DPU) and Motor Bus Driver Certificate
- 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, 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, 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

4.11) 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

4.12) 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
- Tablet Computers and Ranger's
- An understanding of hybrid, BEB’s and EV propulsion systems used in transit buses.
- 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.

4.13) 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.

4.14) 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. 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.

4.15) 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.

4.16) 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 CCRTA 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. 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 required 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 required 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

4.17) 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.

4.18) Maintenance Record Keeping:

The Contractor shall maintain an up-to-date vehicle file for each required vehicle. 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 date, 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. 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)

4.19) Environmental Compliance

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

4.20) 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
- Fire safety regulations regarding Electric Vehicles as they are written and adopted

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. Contractor is required to evaluate the current CCRTA plan and submit revisions and additions as needed within three (3) months of contract start, and submit 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.

4.21) 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.

4.22) 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 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 *Baldwin Group* to provide 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.

4.23) Safety:

The Contractor shall be responsible for safety and accident prevention. The Contractor shall oversee the Safety Supervisor and provide support to ensure qualified training programs that meet CCRTA, MAP and ADA Driver training requirements. The Contractor must ensure the maintenance of 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 required 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 property damaged 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

In the event of an accident with CCRTA equipment, the Contract must ensure that all supervisors and dispatchers actively establish who was involved, injuries if any, conditions, location, vehicle, route, police/fire presence, hospital transports, service impact, and next steps and further that this information be immediately forwarded on to CCRTA Administrative staff.

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 or 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

4.24) 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.

4.25) 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.

4.26) 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.

4.27) Bus Shelters:

The Contractor is required under the directions of the *CCRTA Facilities Manager* to monitor, and assist in maintaining all bus stop signs, 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.

4.28) 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/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf> ; https://www.usitc.gov/commission_publications_library/2015/publication_4571). (Note: Buy America is contained in these links).

All procurement transactions shall be conducted in a manner providing full, open and fair competition. Procurement of large items with a value in excess of \$1,000 must be pre-approved with the CFO and may require formal procurement procedures involving CCRTA personnel. 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. If questions

arise around the threshold of purchasing or appropriateness of any perspective vendor, contact the Grant Managers office at the Hyannis Transportation Center.

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.

The facilities and all systems, equipment and parts are procured through federal and state funding resources, which prohibits the Contractor/Vendor, CCRTA Administration, or public from using any facility space, systems, equipment or parts for personal use or benefit.

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.

The Contractor's/Vendor's code of standards of conduct shall prohibit the Contractor's/Vendor's employees, officers, employee's family, or agents from bidding on equipment or vehicles that have been determined surplus by the CCRTA and officially issued through a public auction process.

The Contractor's is directed to identify available national pricing, cooperative contracts, vendor discounts, parts programs, tire/lubricant/battery/technology contracts, training resources, and make use of them as often as possible. CCRTA's procurement procedures and appeal processes will be mutually agreed upon by CCRTA and the Contractor. In the event that Contractor's approved purchasing results in measurable savings, CCRTA will be willing to negotiate sharing any savings up to 25% in the first year.

4.29) Performance Standards:

Contractor is responsible to maintain performance standards consistent with the industry and acceptable to the Administrator of CCRTA. Specific standards will be established after the Contractor has completed "First 180 Days Operational Modernization/Innovation Plan" assessment (See Section 4.32) of the current practices with the CCRTA.

Fixed Route, ADA, On-Demand DART, SmartDART, and BHT

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:

- On-Demand 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.
- On-Demand 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 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.

4.30) 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 D)
- 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.)

On-Demand (DART, SmartDART, BHT):

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's name, Passenger's trip origin (address), Passenger's 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 via Voucher
- *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
- # of ADA trips for individuals 60 and older, # of ADA trips for individuals under 60, # of ADA trips by community, # of ADA lift trips, Total No-Shows and Cancellations, # 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 call 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) (Section 15) 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 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)
- Vehicle Costs – including options added by Manufacturer and by Contractor
 - Source(s) of Funds (FAIN for Vehicle Purchase)
 - Proportion of funding paid by FTA, Commonwealth of Massachusetts and CCRTA

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.

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 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.

4.31) Financial Reporting

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

Submission of invoices for payment

- Payment of the Management Fee shall be submitted by the Contractor the last week of the month for the current month Management Fee.
 - CCRTA will reimburse the Contractor within ten working days
- Most ordinary expenses are billed directly to the CCRTA by participating vendors and paid directly by CCRTA. Reimbursement of invoices paid by the Operator for approved expenses shall be submitted once per month to the CCRTA by the 15th work day after the close of the previous month.
 - CCRTA will reimburse the Contractor within ten working days
 - Financial information reports shall be prepared in such a form and supported by such copies as may be required by CCRTA to establish that the amounts are allowable under the terms of the contract
 - Financial information reports shall include an itemized summary that should accompany the final invoices for the month and indicate the comparison to the approved budget
 - Invoices must be submitted in an Excel format, categorized by and summed using the CCRTA general ledger coding structure
 - The CCRTA will not reimburse the Contractor for late invoicing processing fees
 - The Contractor shall ensure that all sales tax exemption information is furnished to all applicable vendors.
 - All payroll and non-payroll costs of the General Manager and Assistant General Manager are billable under this section and not part of the Management Fee.
- 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

4.32) Deliverables considered start-up costs that will become part of a Contract with selected Bidder
CCRTA will require the following items as part of the management contract:

- A "First 180 Days Operational Modernization/Innovation Plan" to be submitted within ninety days of signing a contract with implementation begun within 120 days after signing. This plan to include current data and reporting, scheduling efficiency, workforce hiring, overtime reduction, customer service, safety, dispatch, discipline, bid construction, and route productivity.

- An evaluation of the CCRTA's use of the installed "Ron Turley RTA Fleet Maintenance Software" with recommended changes to better utilize it. Further, the Contractor is expected to provide outside experts as needed (whether within the Contractor's Company or the Turley Software Group) to bring use up to an accepted standard within six months of signing contract.
- A comprehensive review and written plan evaluating the current Maintenance Operation. This shall include the maintenance procedures, inventory processes, scheduling, record keeping and effectiveness. The final report shall include corrective measures recommended to ensure compliance to all Federal standards as required by FTA. This review and final report to be completed within six months of contract signing.
- An evaluation of procurement with a focus towards improvement in bulk purchasing with other Contractor RTA's or RTA's in general, better use of Federal and/or State contracts when its deemed to be advantageous, and an assessment of procurement procedures with suggested recommendations for improvements. This review and final report to be completed within six months of contract signing.
- Management company shall meet no later than September 1st of each succeeding year of the contract with the CCRTA, General Manager, and Assistant General Manager to review past year performance measures and recommendations for transit system improvements and the identification of cost savings improvements
- An "Innovation and Savings Proposal" to be developed and submitted within ninety days of signing of contract. This plan should include five to ten specific savings/modernization initiatives with estimated savings, implementation timeline, risks, CCRTA support needed, and whether shared-savings compensation is requested.

4.33) Deliverables required throughout the Contract not associated with Start-up

- Under Section 4.6 – An annual staffing plan
- Under Section 4.10 – A Bi-annual Training Manual Updated
- Under Section 4.14 – Annual filings associated with Drug and Alcohol policies
- Under Section 4.20 – An Environmental Health and Safety Management Plan
- Under Section 4.23 – A Safety and Security Plan
- Under Section 4.30 – Monthly and Quarterly Status Reports
- Under Section 4.30 - NTD Report Content (Reports are filed by CCRTA)

This list is provided as a convenience to bidders for consideration. It is not meant to be inclusive of all deliverables associated with any contract developed with the RFP.

4.34) Further Obligations Included in Contract Language

- Federal Funding, Incorporation of FTA Terms and Federal Changes

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CCRTA and FTA, as they may be amended or promulgated from time to time during the term of

any Contract arising from this procurement. Contractor's failure to so comply shall constitute a material breach of this Contract.

- Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, applicable federal regulations, and FTA policies, procedures and directives, including those listed directly or by reference in the agreement between the CCRTA and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of any Contract arising from this procurement. Contractor's failure to so comply shall constitute a material breach of this Contract.

- Changes of Law

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

Section Five

Evaluation Criteria

5.) 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 100 possible points of the full score and the *Cost Proposal* the final 20 possible points. 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 score of the Technical Proposal is Equal to 100 points of the Overall Score of 120 points.

Technical Evaluation	Maximum	Score
Operational Safety - Demonstrated examples of how Contractor would implement requirements identified in Section 4.23 - 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	10 points	
Corporate Leadership Team - Available "Technical Assistance Experts" identified in bidder's proposal to CCRTA in subject areas such as Scheduling, Maintenance, Labor Relations, Safety, FTA Compliance, EV Fleet, Procurement, Data Integration, AI Automation, Customer Experience, Emergency Operations and Mobility Management - Shared understanding and adherence to the philosophy that CCRTA operates under. - Budget preparation and forecasting in coordination with the CCRTA management team	15 points	
Demonstrated Technical Abilities and AI/Data Utilization - Demonstrated understanding and planning for aggregating data from scheduling, AVL, APC, maintenance, payroll, finance, customer complaints, safety, fare/payment systems, call center systems, and NTD reporting into dashboards and decision tools with examples. - Demonstrated technical assistance made available to Operations staff as needed to improve current use of technology - An explanation of how you intend to use our data to evaluate current business practices with an eye to improve performance metrics. - Sample reporting and/or dashboard screenshots from other RTA's where currently employed are highly recommended. (Specific identifying data may be removed if required by other agreements)	15 points	
Workforce Labor Strategy - In today's world, a demonstrated process and success in recruiting and retaining drivers and technical employees (e.g. mechanics) - A description of bidders ramp-up plan for meeting staffing needs in the summer on Cape Cod. - Well established background check/screening process for new employees - An explanation of how you construct work-bids in other RTA's to maximize the efficiency of the process	15 points	
Description of relevant experience coordinating multiple providers	5 points	
Maintenance and EV Readiness and EV Safety	10 points	

Procurement Savings Plan Demonstrated success related to the use of economy of scale procurement of equipment, parts, maintenance supplies and services (i.e insurance, etc) resulting in cost savings to the CCRTA	10 points	
Customer/Community Philosophy	10 points	
Transition Plan (identified in Checklist Section 6)	5 points	
DBE Certification Points	2.5 points	
WBE/MBE Certification Points	2.5 points	
TOTAL POSSIBLE SCORE*	100 points	

Part 2: Cost Proposal Evaluation Criteria: *Total score of the Cost Proposal is Equal to 20 points of the Overall Score of 120 points

Cost Evaluation	Maximum		Score
Start-up Costs (be sure to itemize costs)	5 points		
Management Fee	15 points		
TOTAL SCORE	20 points		

MAXIMUM COST PROPOSAL SCORE IS 20 points

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 five (5) years with the option of three 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 outcome. 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 after the outcome of the selection process.

Section Six

Checklist and Forms for Submission Proposal

6.) CHECKLIST

All proposals shall include at a minimum the following mandatory items to be responsive.
Use separate envelope for Cost Proposal please.

- ☐ 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 4.2% of contracting opportunities to the extent possible
 - The organization is not on the Comptroller General's List of ineligible Contractors
- ☐ Identification of Offeror and General Information (Form Attached)
- ☐ DBE certification (Form Attached) if applicable
- ☐ Reference list (Form Attached)
- ☐ Cancellation/Termination Disclosure (Form Attached)
- ☐ Financial capability (Form Attached)
- ☐ 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)
- ☐ Describe your organization's transit experience (Form Attached but not required. No more than four pages please)
- ☐ 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, 2026**, that will ensure efficient and high-quality transportation services (No Form Attached - no more than a page please)
- ☐ Provide a detailed transition plan that includes 30/60/90-day transition, labor continuity, technology access plan, employee communication plan and risk register. (No more than two pages please)
- ☐ Describe the vehicle maintenance programs to be used by your organization for both preventive and corrective maintenance (No more than a page please)
- ☐ Experience coordinating multiple service providers as described in Section 1.5

☐ Bidders Federal, State & Other Certifications. These certifications must be signed and submitted with each organization's proposal. A proposal which does not include the required certifications will not be considered.

☐ Cost Proposal

☐ Proposal Acknowledgment Form (Form Attached)

☐ Provide any additional information, which you believe, may be relevant to the evaluation of your organization's proposal (No more than three pages please)

☐ Electronic Copy of Proposal on CD/DVD or Flash Drive

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)*

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.

REFERENCE LIST

Please provide the information requested below for all Customers (up to thirty) for whom your organization has provided contract services during the past five years. Include current agencies and attach additional information as necessary. These agencies may be called upon by CCRTA. (Continue on extra sheets as necessary.)

Agency

Contact Person

Phone Number

[illegible]

REFERENCE LIST ACCOUNTABILITY

Provide names and locations of transit systems previously managed by the contractor where the management contract was either not renewed or cancelled within the last five (5) years, and provide an explanation of the non-renewal or cancellation.

Agency/Date of Terminated Contract/Reason For Termination:

Agency/Date of Terminated Contract/Reason For Termination:

Agency/Date of Terminated Contract/Reason For Termination:

FINANCIAL CAPABILITY

Attach a most recent annual 2025 audited or sworn to balance sheet and income statement, supplemented and updated by a statement through the end of the most recent available quarter ending no earlier than March 31, 2026, prepared according to *Generally Accepted Accounting Principles*.

Are there any liens against property owned by your organization or existing legal suits (pending) that potentially impact the financial stability of your organization?

_____ Yes _____ No

If yes, please explain:

[illegible]

NAME, QUALIFICATIONS, AND EXPERIENCE OF OTHER KEY PERSONNEL IN YOUR ORGANIZATION WHO WOULD BE MADE AVAILABLE WHEN NEEDED.

Describe and Attach Resume if desired. Please indicate hourly rates for extra services requiring these individuals: (Add additional pages as needed to address these areas)

Qualifications and Experience of Identified Key Personnel, with emphasis on the following:

- 1) Scheduling
- 2) Labor relations
- 3) Maintenance
- 4) Safety
- 5) FTA Compliance
- 6) EV Fleet
- 7) Data Integration
- 8) AI Automation
- 9) Customer Experience
- 10) Emergency Operations
- 11) Mobility Management

DESCRIBE YOUR ORGANIZATION'S TRANSIT EXPERIENCE

Describe a representative sample of the Transit Operations that you have managed over the last 10 years. Use extra pages (up to three) as needed:

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
LETTER OF INTENT (if applicable)**

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 Seven

Cost Proposal

**Use Separate Envelope for Monthly Management Fee Pricing*

CCRTA MANAGEMENT FEE COST PROPOSAL FORM

The contract between the CCRTA and the Contractor will be on a “Cost Plus Management Fee” basis . Please see the explanation on Page 35 under Financial Reporting for a more complete explanation. Identify the Monthly Management Fee, per year, your organization will charge the CCRTA for the requested services.

Please divide any start-up costs into a monthly payment in the first year. As many of the start-up costs required of this contract occur in the first ninety days, CCRTA will discuss front loading the first year's payment to minimize the delay in payment for services delivered in those opening months.

This fee includes support services provided by your organization, and profit. *Please include two original 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			\$

CCRTA expects Management Company to provide support as described throughout this RFP and in the specific areas below as on a routine basis as needed within normal limits: *Legal, Safety, Driver Training, Dispatching/Scheduling Training, Environmental, Labor Relations, Management, Information Technology Systems, Financial, Routing, Fares, Intelligent Transportation Systems.* Describe any additional support services provided **that are not included** in the management fee proposal listed above.

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: _____