

RFP 32-16

ON DEMAND PARATRANSIT PILOT SERVICES

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**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSAL**

RFP #32-16

ON-DEMAND PARATRANSIT PILOT SERVICES

March 21, 2016

Responses Due: April 11, 2016 12:00 p.m. Eastern Time

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1.0 PURPOSE

This Request for Proposal (“RFP”) is to solicit proposals from interested firms to present innovative ideas to implement the Massachusetts Bay Transportation Authority’s (“MBTA”) On Demand Paratransit Pilot to serve existing customers of THE RIDE. Management’s experience and research shows that there are a number of organizations that can offer this service reliably at an attractive cost, which could improve options for the MBTA’s customers and provide cost savings. This RFP aims to capitalize on those external capabilities, and to test and refine the operating and business models to seamlessly integrate on-demand non-dedicated vehicles for some of our customers.

2.0 INSTRUCTIONS TO RESPONDENTS: PROPOSALS AND CERTIFICATIONS REGARDING ELIGIBILITY

As part of its Proposal, each Respondent must furnish all of the information requested in Section 2.1.

2.1 ORGANIZATION OF THE PROPOSAL

The Proposal shall be no more than one hundred twenty-five (125) double-sided pages of text, charts, attachments, etc. It shall be inserted into 3-ring binders.

The proposal shall be organized as follows:

- Tab 1 – Capacity and Safety
- Tab 2 – Customer On Boarding
- Tab 3 – Customer Experience and Pricing
- Tab 4 – Payment and Reporting

2.2 DUE DATE AND DELIVERY METHOD

Sealed proposals are due on April 11, 2016 at the Procurement & Logistics Department, Room 2810, Ten Park Plaza, Boston, MA 02116, no later than 12:00 noon EST for the work described herein.

2.3 SCHEDULE OF PROCUREMENT ACTIVITIES

Activity	Date
RFP RELEASE DATE	3/21/2016
RFP RESPONDENT CONFERENCE (2 HOURS)	3/24/2016
RESPONDENT DEADLINE TO SUBMIT QUESTIONS ON THE CONTENT OF THE RFP	3/31/2016
RESPONDENT QUESTIONS TO RFP ANSWERED VIA EMAIL BY CLOSE OF BUSINESS	4/07/2016
Deadline for Submission of Proposals @ 12:00 Noon Eastern	4/11/2016

Proposal Evaluation and Interviews (estimated)	4/18- 19/2016
Requests for Clarification (estimated)	4/22/2016
Selection and Negotiation (estimated)	4/28- 29/2016

2.4 QUESTIONS AND CLARIFICATIONS

Any questions about, request for clarification to, or requests for relief from, the requirements of this RFP must be submitted in writing to, and received by, the MBTA before 12:00 noon on March 31, 2016. Please email your questions to rfpresponse@mbta.com with "Questions – RFP# XX-16 "On Demand Paratransit Pilot" in the Subject Line.

Field Code Changed

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

Interested vendors should not contact any other employee, selection committee member, Board of Director, or agent of the MBTA concerning the subject matter of the Request for Proposal or related matters. Any Respondents contacting any such person shall be disqualified.

2.5 NO PUBLIC OPENING

There is no public opening of this RFP. The Proposals are opened by the Contracting Officer (or designee) in the presence of MBTA witnesses.

2.6 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

Any offer received at the Procurement & Logistics Department after the exact time specified for receipt will not be considered unless:

- Package was sent by registered or certified U.S. mail not later than the fifth (5th) calendar day before the Due Date; or
- Package was sent by mail, or other method authorized by the Authority (e.g., facsimile) and the late receipt was due solely to the mishandling of the package by the Authority after receipt; or
- It is the only offer received by the Authority.
- Proposals may be withdrawn by written notice to the Authority, or in person by the Respondent or an authorized representative of the Respondent at any time before the award (i.e., the point at which the MBTA formally approves the award).

2.7 REJECTION OF PROPOSALS

The MBTA reserves the right to reject any and all proposals, in whole or in part, if such action is determined to be in the best interests of the Authority.

2.8 WAIVER OR INFORMALITIES, DEVIATIONS, MISTAKES AND MATTERS OF FORM

The MBTA reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the proposal documents. No officer or agent of the MBTA is authorized to waive this reservation.

2.9 CANCELLATION OF SOLICITATION

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

2.10 ACCEPTANCE PERIOD

The Authority requires a minimum Acceptance Period of ninety (90) calendar days. "Acceptance Period" for purposes of this solicitation means the number of calendar days available to the MBTA for awarding a contract based on the Due Date specified in this solicitation for receipt of proposals.

2.11 APPEALS PROCEDURES

Bid appeals or protests relative to this procurement will be reviewed and adjudicated in accordance with the MBTA's Appeals/Protest Procedure - Goods & Services. A copy of this procedure is available by contacting the MBTA Procurement & Logistics Department, Room 2810, Ten Park Plaza, Boston, MA 02116.

2.12 SUBMITTALS

Pursuant to this RFP, Respondents are required to comply with the terms and conditions stated herein in order to be deemed responsive and responsible. Respondent must address all terms, conditions, and concerns listed in this RFP and describe how it plans to complete the work effort such that the Authority's requirements are fully met.

Respondents responding to this RFP must fully complete, sign, and submit the forms contained herein. All forms must be current and, if requested, must be notarized. Respondents shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other documents; or (4) make any response conditional. The MBTA reserves the right to request additional information for clarification purposes, either written or oral, from Respondent prior to award.

If a proposal does not meet all of the requirements listed in the RFP, the Respondent's proposal may be disqualified. Failure by the Respondent to examine all information pertaining to this solicitation or participate in an on-site visit, if scheduled by the Authority, will be at the Respondent's risk.

The MBTA reserves the right to request additional information of each respondent in order to clarify documentation submitted in response to the Request for Proposal.

2.13 CONTRACT TERMS

Respondents should attach a proposed form of contract, incorporating the Authority's minimum requirements as set forth in this RFP.

2.14 PRICING, STRUCTURE, AND LENGTH

This is a pilot project that will last no longer than 12 months. As a pilot the MBTA reserves the right to modify, limit or terminate this pilot in the event that it does not fulfill the stated purpose. Our current expectations are the following financial structure: For each eligible trip, customers will have two payment sources. One payment source will be an MBTA related account, and the other will be a personal account (not associated with the MBTA). For each eligible trip, the customer will be charged \$2 from their MBTA account, and the MBTA will provide up to \$13 additional for each trip. For eligible trips exceeding \$15, the customer will pay \$2, the MBTA will pay the next \$13, and the customer will pay the remainder of the trip's cost. Please see Exhibit 8.3. Respondents must commit, at a minimum, to this proposed financial structure. The MBTA, however, encourages proposals that would present a more beneficial scenario for the MBTA and our riders, and, as a result, we reserve the ability to review and accept those proposals.

3.0 INTRODUCTION: THE RIDE

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

In FY14, The RIDE provided approximately 1.8 million trips to registered customers and 2.1 million total trips (including personal care assistants (PCAs) and companions). Approximately 7,000 trips are completed on a typical weekday. All RIDE trips currently meet or exceed ADA standards. Fares are \$3 for ADA service and \$5 for those trips that go beyond ADA minimums. Service is provided generally from 5:00 am to 1:00 am, seven days a week. Each trip costs the MBTA approximately \$30.

To provide RIDE service, the MBTA in January 2014 awarded contracts to three service providers who currently have the responsibility for providing The RIDE

service in three over-lapping service areas. Each has a five year base contract that started July 1, 2014, noting that each contract has a two-year option that can be exercised at the sole discretion of the MBTA, i.e., if it believes that such an extension is advantageous to the MBTA.

The service provider areas are called the North, West and South Service Areas, as shown Exhibit 8.1. These three service areas overlap in the Core Area; that is, all Service Providers will serve the Core Area. There is also overlap among the border communities and transfer points are shown in Exhibit 8.1 as well.

RIDE service providers are currently turnkey operations, i.e., these three contractors are responsible for the reservations function, scheduling; dispatching; handling same-day customer issues; adherence to the fare system; information technology administration; service operation, vehicle inspection; vehicle maintenance, repair and storage; hiring and training of all employees needed to deliver services, and statistical reporting as well as other related tasks.

RIDE service providers operate the service with a fleet of MBTA supplied, dedicated lift-equipped vehicles and sedans. Most of the vehicles in the fleet are provided by the MBTA. MBTA vehicles are dedicated to The RIDE service.

Contractors are required to acquire additional vehicles, as needed, to make up the required minimum number of vehicles.

3.1 BACKGROUND – USE OF NON-DEDICATED VEHICLES

In September of 2015, the MBTA began testing a new model for service provision using the Boston metro area taxi fleet. The pilot program soft launched in December and then began fully rolling out over the following two months. Customers based primarily in Boston's inner suburbs or bordering communities received a debit card programmed to work only in taxis. For every \$2 deposited by a customer, the MBTA provided an additional \$13 per trip. Any excess charges for a trip revert to the customer. As of March 1, 2016, eighty-four customers were participating in the pilot. 255 trips were completed in February. (See Exhibit 8.2)

4.0 SCOPE OF WORK

4.1 OBJECTIVE OF THIS REQUEST FOR PROPOSAL

The MBTA is seeking to procure the services of one or more on demand transportation companies to provide non-ADA paratransit trips to existing RIDE customers. Although the current RIDE services cover sixty communities (Exhibit 8.1), proposers may choose to present proposals to limit their span or target specific communities within the service area. However, proposals will be reviewed based on the scope and span of their coverage [and those serving the

larger portions of the MBTA service area will be viewed more favorably?]. Accordingly, while this RFP provides certain minimum criteria, responding companies should design their proposals to create the most convenient, sustainable and attractive option for customers.

With this program, the MBTA expects to enhance and to expand paratransit services by:

- reducing response time;
- providing a new, less expensive service option for customers;
- offering service hours that are consistent and at a minimum equal to fixed route transit; including holidays;
- improving mobility management;
- creating an on-demand, individualized service;
- reducing strain on the existing ADA service.

Most important, our current RIDE customers will achieve broader and more convenient access to jobs, social endeavors and education.

4.2 BUSINESS PURPOSE OF AN ON DEMAND PILOT

The cost to maintain the MBTA's paratransit services at their current levels is unsustainable. We are working directly with paratransit advocates and our customers to explore and test a variety of options that will provide equal or better levels of service at a lower cost.

After the successful launch of our taxi debit card program, we learned many valuable lessons about how non-dedicated vehicles could provide on-demand transportation options for our customers at a lower cost.

The central purposes of the pilot are to:

- Provide on demand service through non dedicated vehicles at a lower cost
- Identify the financial and operational feasibility of the new model
- Test the degree to which trips can be converted from THE RIDE
- Identify the segment of our customers that could be more effectively served by on demand transit options

4.3 PROPOSED DIVISION OF RESPONSIBILITES AND ACCOUNTABILITIES BETWEEN TRANSPORTATION PROVIDER AND MBTA

This section provides a high-level view of the MBTA's perspective on the respective roles – particularly, responsibility and accountability before and after trip provision. Management remains open to respondent's suggestions for

modification of these roles to the extent that those modifications could enhance process performance or lower costs.

The attached Schedule B details this division of roles using the so-called “RACI” methodology. For each task or decision, the letters used in this framework designate the role of the involved parties as follows:

- **R** = Responsible – this party must perform a set of actions related to the task to a specified level of completeness.
- **A** = Accountable – this party must ensure the completion of the task or decision, and is authorized to make the go/no-go or yes/no decisions.
- **C** = Consulted – the Accountable party must engage in a dialog with this party prior to rendering a decision or declaring an action “completed.” Often a party given a “C” may need to provide either data or a professional opinion.
- **I** = Informed – this Accountable party must inform this party *following* a decision or a “completed” task.
- Note: For any task or decision only one (1) party may be assigned Accountability (“A”). The Accountable party may, for a particular task or decision, also have Responsibility (“R”) for some or all of the actions related to that task or decision. This is designated as “A/R.”

In general, the MBTA expects the respondent to serve as the primary point of contact for customers. The respondent will be responsible for customer acquisition, with assistance from the MBTA. The respondent will also be responsible for all transportation service provision, starting with the initial ride request through trip completion and reporting. Additionally, the respondent will escalate certain issues to the MBTA. At specified points in the process, the respondent will inform the pilot coordinator at the MBTA about specific events, aspects of trips, reports, and customer satisfaction and experience. The MBTA intends to communicate on a regular basis in public about the progress of the pilot, including customer satisfaction levels, and invites the respondent to assist us in this process through regular reporting or public dashboards.

The respondent may seek information or assistance from some parties within the MBTA (e.g., in the case of a customer service dispute). The MBTA expects the respondent to offer a comprehensive reporting tool to be used for program management and data analysis to assist the MBTA in managing customer enrollment, customer satisfaction, trip conversion, and cost control.(Please see exhibit 8.8 for a dashboard designed for the Taxi Debit Card Pilot).

While the description below provides a RACI overview, respondents should also refer to Exhibit 8.6 for more specific division of roles.

4.3.1 Stage 1: Customer Acquisition and Enrollment

The MBTA expects the respondent to advertise and promote their services to existing RIDE customers. The MBTA expects to work with the respondent to design a cost effective and measurable outreach and communication strategy prior to vendor selection. Customers are expected to contact the respondent

directly to learn more about their services, and to express interest in enrolling in the pilot program.

In order to limit the MBTA's administrative costs, eligible participants will be identified and enrolled on a monthly basis. While the pilot program will have rolling eligibility, the idea is to 'white list' eligible customers before the beginning of each month. Below is a proposed process:

On the last week of every month, the respondent will provide the list of customer's interested in enrolling in the pilot. These names will be checked against the current RIDE customer list. The MBTA will then provide a "white list" of names for the following month to identify the customers officially enrolled, and their requisite number of weekly and monthly eligible trips.

4.3.2 Stage 2: Customer Notification and Value Transfer

The respondent will be responsible for communicating the number of weekly and monthly eligible pilot trips to the customer, as well as designing an efficient and effective method to transfer the value of these trips to the customer.

4.3.3 Stage 3: Trip Provision

The respondent will be responsible for providing on demand transportation services to each month's white listed customers. The respondent will be responsible for receiving the initial trip request, providing access to the appropriate vehicle, and ensuring that customers are quickly picked up at their point of origin and safely dropped off at their destination.

4.3.4 Stage 4: Payment and Reporting

It is understood that both the MBTA and the customer will be responsible for prompt payment. For each eligible trip, customers will have two payment sources. One payment source will be an MBTA related account, and the other will be a personal account not associated with the MBTA. For each eligible trip, the customer will be charged \$2 from their MBTA account, and the MBTA will provide up to \$13 additional for each trip. For eligible trips exceeding \$15, the customer will pay \$2, the MBTA will pay the next \$13, and the customer will pay the remainder of the trip's cost. (See Exhibit 8.3)

The respondent is responsible for producing monthly reports, separated by week. These reports are intended to assist the MBTA in assessing the pilot's progress, assisting in program management, and tracking the pilot's operational and financial success. Exhibit 8.8 provides an example of the dashboard developed for the Taxi Pilot Program, but this is only meant to serve as a guide. The respondent will also be responsible for providing access to the raw trip data at an individual customer level in order for the MBTA to conduct trip conversion and financial analysis at a customer level.

4.3.5 Stage 5: Customer Service and Incident Reports

The respondent will work in conjunction with the Authority to ensure the safety of THE RIDE customers, and regularly communicate customer satisfaction levels. In addition to training and planning efforts, the respondent should propose a response plan for all incidents, trip denials, or accidents. The Contractor shall inform the Authority, by email of any of these as soon as possible. Written reports shall be submitted within one (1) hour by email, followed by a final (including a completed RMV report) report within 24 hours of the occurrence of any incident and/or accident. The Authority reserves the right to modify these procedures.

5.0 PROGRAM DESIGN

Customers can be eligible for the RIDE some or all of the time if they cannot independently navigate the system, if their travel route includes a train station that is not accessible; or if they face environmental barriers to stations. As such, customers of the RIDE are an extremely heterogeneous group in both the reason and degree to which they use our services. See Exhibit 8.4

We have attempted to structure the questions in the program design section based on the goals of our pilot and the input and concerns from our customers and stakeholders. There are five sections covered under program design, starting with company pre qualifications around capacity and safety. The subsequent sections are structured sequentially around customer acquisition, trip provision, and then managing, measuring and reporting program impact (See Exhibit 8.9). Please keep this framework in mind when providing detailed answers to the following questions:

5.1 PRE TRIP – PRE QUALIFICATIONS

- How will you ensure that your drivers are responsible, well qualified, well-trained, legal, safe, and courteous drivers who are focused on meeting the needs of our diverse customer base?
 - Describe both your current and proposed driver screening process.
 - Describe both your current and proposed driver training programs. Please include manuals and training material for any specific training you currently offer or might offer in order to accommodate our customers.
 - Describe your current and proposed evaluation of drivers.
- How will you ensure that vehicles are maintained, safe, clean, reliable and accessible to our RIDE customers?
 - Describe your current or proposed vehicle standards. Describe your process for providing oversight of vehicle cleanliness and reliability.
 - What percentage of vehicles within your available fleet meets ADA accessibility standards for wheeled mobility devices? (Please provide detail on size and weight constraints, lift ramp vs. low floor, etc). Do you have a plan to increase

this percentage? Can any of these vehicles be designated for RIDE customer use with some advance planning or restrictions?

- In the event of an accident or other incident, to what extent will a RIDE customer's personal injury, or his/her property and belongings be covered by insurance?
 - Describe your current or proposed approach to insurance. Include general liability limits, automobile limits, umbrella policies, and worker's compensation if applicable.

5.2 PRE TRIP - CUSTOMER ONBOARDING AND VALUE TRANSFER

- Customer Acquisition and Enrollment – How will you reach existing RIDE customers?
 - Describe how you plan to reach existing RIDE customers. While the MBTA will be working collaboratively with selected vendors to do more direct marketing, please outline both the methods and channels you would use to reach our customers without our assistance.
 - After we have provided you with a list of eligible customers and their eligible number of weekly and monthly rides, how will you notify our customers and how will you transfer the value of those trips so that our customers can easily access your services with minimal manual processes?

5.3 DURING TRIP

- Request – How will customers be able to request a ride?
 - Describe all your current or proposed options for submitting trip requests. Do you have any options for customers without access to smart phones or computers? Also, please include any methods that can accommodate a request being submitted on behalf of a customer.
- Arrival – Once a trip is requested, what is the process for ensuring an accurate and timely pickup?
 - Please describe your typical wait times from trip request to pickup: (Please provide average and maximum wait times and be sure to include figures for both weekdays and weekends).
 - Please describe what happens if a request is not granted.
 - When a car arrives to pick up a customer, how does he/she know which vehicle to get into, and how ~~can he/she~~ to confirm that he/she is in the correct vehicle with the correct driver?
 - If a driver has trouble finding the correct location, what is your current or proposed process for quick remediation?
 - Will drivers assist customers with entry into or out of the vehicle?
- Denials and Customer Service- Can drivers refuse to provide transportation at their own discretion?
 - What is the respondent's policy for denying service?
 - What steps or actions should a RIDE customer take who feels that they have

- been denied service?
- Explain how customers provide feedback about their trip experience? How many different ways can a customer contact you during and after a trip? How would you propose providing this information to the Authority?
 - Please also provide your average and minimum customer response and resolution time.
- Pricing – Assuming an approximate fare of \$15, how far can a customer travel using your service on a typical weekday and weekend?
 - Do you currently or do you plan to offer different types (or tiers) of services based on the type of vehicle, service level, or equipment required?
 - How does a customer know the price of the service before and during the trip?
 - Would RIDE customers be subject to fluctuating fares based on demand?
 - If your fares change throughout the day or week, please indicate how you ensure that the customer is aware of this price change.
 - How would a customer be charged after a trip exceeds the amount of the subsidy?

5.4 POST TRIP

- Payment – Since a portion of each customer's trip is self-funded, and the MBTA will also provide payment, please explain how you envision this process occurring.
- Accuracy – How will the driver and the customer confirm that the correct destination has been reached?

5.5 PROGRAM OVERSIGHT, REPORTING & EVALUATION

- Complaints - What steps or actions should a RIDE customer take to register a complaint?
 - Explain how many different methods a customer can use to contact you after a trip has been completed.
 - Please also provide your average and minimum customer response and resolution time.
 - Reporting – What metrics and KPIs will we receive each month? Please keep in mind that the goal of this pilot is to understand whether offering our customers supplemental, on demand transportation options can lower individual and overall customer costs.

6.0 SELECTION PROCESS

6.1 BASIS OF AWARD: BEST VALUE

It is anticipated that the MBTA may award multiple contracts for the pilot to respondent(s) who are determined to be responsible, possesses the

management, financial, and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the solicitation requirements stated herein, and whose proposal is judged by an integrated assessment of the general considerations and specific criteria defined in Section 6.3 and 6.4 to be most advantageous to the MBTA, with price and other factors considered.

For purposes of this procurement, all evaluation factors other than cost (to customer or MBTA), when combined, are more important than the lowest cost. Therefore, the MBTA may select other than the lowest cost, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost relative to other proposals received. For evaluation purposes, if proposals received are determined to be technically comparable, then cost becomes more important.

The MBTA is more concerned with obtaining excellent technical features and options for our customers rather than in making awards at the lowest overall price. The MBTA, however, will not make any award at a significantly higher overall cost to the MBTA to achieve only slightly superior technical features. Respondents are advised that award may be made without discussion or any contact with the Respondents concerning offers received except for clarifications. Therefore, Respondents' proposals should be based on the most favorable terms the Respondent can submit to the MBTA.

6.2 EVALUATION OBJECTIVES AND METHODOLOGY

The principal objectives of the evaluation process are to:

- Determine which proposals are responsive to the requirements of the RFP.
- Determine from among responsive proposals received which are most advantageous to the MBTA, considering price and other factors outlined in the RFP.
- Provide a sound basis for the MBTA to make an informed, fair and advantageous selection.

6.3 EVALUATION CRITERIA PART I

Since the primary goals of this project are to test the financial and operational feasibility of the pilot, the MBTA will evaluate and rank each section of the respondent's Program Design Proposal. Of the five Program Design sections, the first section on safety, insurance, and company capacity is designed mostly around state regulations and requirements. As such, the first section is evaluated based on whether the company proposal meets or exceeds expectation. In the event that a respondent does not meet all criteria set forth in section 1, they may be deemed ineligible, and the selection committee may not complete a full evaluation of the respondent's proposal.

1. SAFETY, INSURANCE, AND COMPANY CAPACITY

Safety and Insurance:

Does respondent meet or exceed the following criteria:

All drivers are required to have a full state Criminal Offender Record Information (CORI) background check.

- Meets
- Exceeds (Explain)

All drivers are vetted through commercial, nationwide databases; driver rosters are updated; and all vehicles display clear external indicators, signifying the vehicle is operating as a commercial vehicle.

- Meets
- Exceeds (Explain)

All RIDE customers are covered by \$1 million minimum insurance coverage as soon as a driver is en route to a customer and for the duration of the trip.

- Meets
- Exceeds (Explain)

Vehicle Condition –

Are all operational vehicles no more than 15 years old, in good working condition, and have passed a safety inspection?

- Meets
- Exceeds (Explain)

Company Capacity:

Does company have the capacity to serve up to 2,000 trips per day in the same geographic area currently serviced by THE RIDE?

- Meets
- Exceeds (Explain)

6.4 EVALUATION CRITERIA PART II

The subsequent sections of a respondent's proposal are evaluated in a slightly different fashion. Each Respondent should provide a detailed description of its approach to the Program Design, adding information regarding further benefits of the proposed approach. The Committee will score each Respondent's proposal using these Criteria and the following scoring scheme.

The Authority, in its discretion, may require the Respondent to make an oral presentation prior to completing its evaluation of the Respondent's Technical Proposals. Each criterion will be evaluated considering the information included in the Technical Proposal related to the criterion, including the Respondent's

responses to the requirements and questions provided in Section 5, as well as other information that may be gathered from references, oral presentations, or other sources.

Each proposal will be rated using a numerical rating approach developed and agreed by the Evaluation Committee. This will be based on the following general categories:

1. Excellent (5 points awarded) – when the Respondent has presented and supported an approach that is considered to significantly exceed stated minimums in a way that is beneficial to the MBTA and/or the customer. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Respondent would fail to meet the requirements of the solicitation. There are no weaknesses.
2. Good (4 points awarded) – when the Respondent has presented and supported an approach that is considered to meet the stated criteria. This rating indicates a generally better than acceptable quality, with little risk that this Respondent would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor and not material to the proposal. Correction of the weaknesses would not be necessary before the Proposal would be considered further.
3. Satisfactory (2 points awarded) – when the Respondent has presented and supported an approach that is considered to possibly meet the stated criteria. This rating indicates a level of risk to the MBTA. Weaknesses exist but may be corrected through requests for Clarification or Communications.
4. Fair (1 point awarded) – when the Respondent has presented and supported an approach that fails to meet stated criteria and would pose a clear risk to the MBTA. The issues may be susceptible to correction through major and lengthy discussions. Such a response is considered marginal in terms of the basic content or amount of information provided for evaluation.
5. Poor (0 points awarded) – when the Respondent has presented and supported an approach indicates significant weaknesses or unacceptable quality, or fails to include evidence that it is capable of providing the services requested. The Proposal fails to meet the stated criteria or lacks essential information. There is no reasonable likelihood of success; weaknesses are so major or extensive that a major revision to the Proposal would be necessary.

The Committee will perform its Technical Evaluation before considering Respondent's price proposals.

Section 2: Customer on boarding plan

- o How will you attract customers?
- o How will you work with us to ensure that you are serving the right customers?
- o How will you communicate eligible trips to customers, and transfer the value of trips to customers?

Section 3: Customer Experience and Pricing Features

- What is the customer's experience before booking a trip?
- What is the customer experience after a vehicle arrives?
- Can drivers refuse to provide services?
- Can customers contact you when something goes wrong, and how quickly will you resolve the issue?
- How far can a customer get for the money?

Section 4: Program Management and Reporting Plan

- What is your plan to facilitate payment from both the MBTA and the customer?
- How do we ensure that we receive the information we need in order to properly evaluate the program?

6.5 DIVERSITY AND M/WBE

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

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

6.6 CONTRACT STRUCTURE AND PROVISIONS

Please present your company's proposed contract. The MBTA is interested to understand how Respondents structure their service contracts, and will base part of its evaluation on the suitability of a Respondent's contract for the MBTA's business situation.

6.7 TAX EXEMPTION

The MBTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. The MBTA

is also exempt from Massachusetts State Sales Tax – Exemption Number E-042-323-989. Such taxes should not be included in bid prices. As an independent Contractor, the Contractor alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to such fees incurred under this Agreement.

6.8 NEGOTIATION PROCEDURES AND BEST-AND-FINAL OFFER

At the sole discretion of the MBTA, Respondents will be advised if a Best and Final Offer ("BAFO") will be issued. The BAFO must be submitted by the scheduled closing date and time. Upon receipt of each BAFO, the Evaluation Team will conduct a final review of the proposals.

The MBTA also reserves the right to enter into negotiations with the selected Respondent.

6.9 CONTRACT AWARD

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

7.0 General Terms and Conditions

7.1 PAYMENT TERMS

- 7.1.1** The MBTA will pay the Contractor based on the terms of compensation agreed to by the MBTA.
- 7.1.2** The MBTA reserves the right to adjust the volume of service provided by the Contractor. Should service volume deviate from forecasts by more than +/- 10%, the MBTA and the Contractor may negotiate costs accordingly.
- 7.1.3** MBTA will use reasonable efforts to promptly process Contractor invoices. In the event of a dispute between the MBTA and the Contractor over charges, MBTA shall withhold compensation for a sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. MBTA may dispute Contractor invoice charges for reasons including, but not limited to the reasons listed below:
 - Determination by the MBTA that services rendered on a specific occasion failed to meet the level of service standards contractually agreed.
 - In the event of disputes over payment, the MBTA will make a

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

7.2 INFORMATION SECURITY REQUIREMENTS

The MBTA takes seriously the retention of sensitive customer information critical to the business viability of the Authority. Moreover, the protection of this information is paramount because of the ever-present threat of theft or identity fraud. As the Authority and its Contractor(s) implement, upgrade, and extend their information technology systems and resources, they shall do so with respect to all applicable laws, regulatory compliance and best practices to maintain the confidentiality, integrity, and availability of sensitive customer information. Additionally, the Contractor(s) shall create an Information Privacy and Security policy to be approved by the MBTA.

7.3 ACCOUNT MANAGEMENT

1.1 Technical Representative

The Chief Procurement Officer will designate a Contracting Officer's Technical Representative ("COTR") at the Departmental or Directorate level to take the following actions:

- Act as the principal point of contact with the Contractor. Submit a copy of each item of incoming correspondence and a copy of any enclosures shall also be submitted to the Contracting Officer;
- Approve in writing the Contractor's progress schedule and submittals when required;
- Inspect the work for compliance with the contract
- Review and approve invoices and payment estimates. Forward invoices and receipts to the Sourcing Executive for processing. Bring to the attention of the Contracting Officer any significant discrepancies in, or disputes concerning, Contractor invoices of payments. In those cases, requiring release of final retained percentages of payment, the COTR will make his recommendations in writing to the Contracting Officer;
- Coordinate correspondence with the Contracting Officer if its importance significantly impacts the contractual terms and obligations;
- Evaluate the Contractor's technical letters and proposals for the Contracting Officer;
- Advise the Contracting Officer of potential problems that may affect contract performance;
- Advise the Contracting Officer whenever the COTR has reason to believe that the contractual not-to-exceed amount will be exceeded;

- Prepare the Authority estimate for proposed contract modifications. Participate in negotiations of modifications or amendments;
- Approve, in writing, the Contractor's progress schedule when required;
- Receive from the Contractor, monthly, if applicable, M/WBE status reports and forward them to the Office of Diversity & Civil Rights (ODCR);
- Maintain a comprehensive file record of documents and correspondence concerning contract activities and actions;
- Provide the Contracting Officer with a written notification after all supplies and services have been received with a statement that the COTR is not aware of any open issues that would preclude closeout of the contract and that the contract is ready for closeout. Return the file, containing all records, correspondence, etc., to the Contracting Officer at contract closeout;
- If required by the Contract, issues detailed performance evaluations of the Contractor. Note that if, there is one or more categories in which the Contractor is deemed unsatisfactory, these evaluations must be provided to the Contractor for comment; and,
- Provide the Contracting Officer with a written request (and requisition) to exercise options (if any) a minimum of 90 days prior to the time established in the contract for exercise of the option.

1.2 Contracting Officer

The Chief Procurement Officer will designate a Contracting Officer who will have overall authority and control of the contract. There are certain actions which are reserved for only the Contracting Officer. They are:

- Approval of contract modification proposals or other unilateral actions;
- Issuance of written orders to stop or resume work;
- Negotiation with the Contractor for adjustment of contract price or timing;

It is important to note; the presence or absence of the Contracting Officer or Designees shall not relieve the Contractor from any requirements of the contract.

1.3 Contractor's Account Manager

The Contractor will designate an Account Manager ("Account Manager") who will be dedicated to the MBTA. The Contractor and MBTA will work together to select the initial Account Manager and any replacement Account Managers provided, however, that MBTA will have final approval of the initial and all replacement Account Managers. The Account Manager will be directly responsible for coordinating and managing the delivery of the Services and will have full authority to act on the Contractor's behalf with respect to all matters relating to this Agreement. The Account Manager will work with the MBTA Technical Representative to address day-to-day issues. The Account Manager will also interface

with the MBTA's Contracting Officer to address MBTA's strategies and the parties' relationship under this Agreement.

7.4 TRANSFER OR ASSIGNMENT OF CONTRACT

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

7.5 SEVERABILITY

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

7.6 ENTIRE AGREEMENT

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

7.7 HEADINGS NOT BINDING

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

7.8 BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contractor and the MBTA.

For this purpose, any party hereunder entering into an agreement shall obligate any successor or assign to all the terms and conditions of this Contract. Any party hereto, shall remain liable jointly and severally with any successor or assign for any breach of this Contract which occurred, and any charges or obligations which accrued, prior to the date of the assignment notwithstanding the assumption by the successor or assign of such liabilities, charges, or obligation.

7.9 MODIFICATIONS

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of the MBTA. Any variance from the terms and conditions of this Agreement or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

7.10 PRECEDENCE OF DOCUMENTS

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

- Change Orders and Contract Modifications
- Bonds/Certificates, Affidavits, and Other Pertinent Forms
- Request for Proposal
- Technical Requirements
- Contractual Drawings
- Contractor's Proposal

Neither party to the Agreement shall take advantage of any apparent error or omission in the Contract documents. In the event that a party discovers such an error or omission, the party shall notify the other party immediately. The Authority shall then make such corrections and interpretations as it determines necessary for fulfilling the intent of the Contract.

7.11 NO WAIVER

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

7.12 DEPENDENT CARE ASSISTANCE PROGRAM

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

placements. The Respondent shall certify compliance with the aforesaid regulation.

7.13 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.13.1 Contractor Compliance.

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

7.13.2 Subcontractor Compliance.

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

7.13.3 Change in Existing Law.

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

7.13.4 Laws to be Observed.

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

- 7.13.5** If any discrepancy or inconsistency is discovered in the Contract in relation to any law, ordinance, regulations, order or decree, Contractor shall forthwith report the same to the Authority in writing.
- 7.13.6** Contractor, if a foreign corporation (a corporation established, organized or chartered under laws other than those of the Commonwealth of Massachusetts) shall comply with the provisions of Chapter 156D Part 15 of the General Laws as amended:
- 7.13.7** The above Act provides that the Secretary of State for the Commonwealth of Massachusetts shall be appointed for the service of legal process in the case of a foreign corporation doing business in this Commonwealth.
- 7.13.8** Section Four of the Act requires every corporation to file with the Secretary copies of its charter, certificate of incorporation, a true copy of its by-laws and other information.
- 7.13.9** In addition to the above, Contractor shall file with the Authority a certificate from the Secretary of State for the Commonwealth of Massachusetts stating that the corporation has complied with Chapter 156D Part 15 and the date of compliance.
- 7.13.10** In consideration of the covenants and obligations of the Authority herein contained, Contractor hereby releases, and forever discharges, the Authority from any and all claims, demands, actions, causes of action and liability whatsoever, of every name and nature, both in law and equity, which Contractor may now have or may hereafter have against the Authority under the provisions of Section 22 of Chapter 161A of the General Laws of Massachusetts, and the Federal Transit Act, or any other similar provisions of law, arising on account of all services provided for the Authority by the Contractor.

7.14 PROHIBITED USE OF FUNDS.

- 7.14.1** The parties agree that no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- 7.14.2** The parties agree that no member, officer, or employee of the Public Body or of a local public body during his tenure shall have any interest direct or indirect, in this Contract or the proceeds thereof.
- 7.14.3** The Contractor hereby certifies that it is not on the U.S. Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.

7.15 ANTI-BOYCOTT COVENANT FOR CONTRACTS IN EXCESS OF \$5,000

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E § 2. If there shall be a breach in the warranty, representation, and agreement contained in this paragraph, then without limiting such other rights as it may have, the Authority

shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

7.16 DOING BUSINESS WITH OR IN NORTHERN IRELAND

The Respondent shall certify that it meets the requirements of M.G.L. c. 7, § 22C relating to doing business with or in Northern Ireland.

7.17 PERSONAL LIABILITY OF AUTHORITY OFFICIAL

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

7.18 COLLUSION

The Respondent shall sign an affidavit stating that Respondent understands that any bid submitted to the MBTA is made without collusion with any other Respondent submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

7.19 NOTICE PROVISIONS

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

7.20 INDEMNIFICATION AND INSURANCE

7.20.1 The Contractor shall indemnify, defend and save harmless the Massachusetts Bay Transportation Authority and all of its officers, agents and employees from and against any and all suits, claims, losses, damages, charges and expenses, whether direct or indirect, and from liability of every name and nature, to which

they or any of them may be put or subjected by reason of any damage, loss or injury to persons or property arising out of, caused by or resulting from the performance of services hereunder on the part of the Contractor and its employees, The Contractor shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by MBTA. The MBTA shall be supplied with signed certificates of such insurance ten (10) business days prior to the commencement of any work under this Contract. Any deductible shall be the responsibility of the Contractor or Subcontractor. The Contractor shall carry and maintain, throughout the term of this Contract, including any extensions thereof, all insurance required under this section.

7.20.2 Worker's Compensation Insurance: The Contractor shall carry and maintain Workers' compensation Insurance, including Employers Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work and services performed under the Contract. Such insurance shall contain a waiver of any and all subrogation rights against the MBTA. Workers' Compensation requires Statutory Limits. Employer's Liability requires the following minimum limits:

- \$1,000,000 Each Accident for Bodily Injury by Accident.
- \$1,000,000 Each Employee for Bodily Injury by Disease.
- \$1,000,000 Aggregate Policy Limit for Bodily Injury Disease.

7.20.3 Commercial General Liability Insurance: The Contractor shall carry and maintain Commercial General Liability Insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), personal injury and advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Terms and conditions for required insurance shall include:

- ISO Commercial General Liability Policy (Occurrence Form).
- Products and Completed Operations coverage maintained for at least two (2) years after contract completion.
- Blanket contractual liability.
- Broad Form Property Damage.
- Owner as additional insured on a primary non-contributory basis.

7.20.4 Automobile Liability Insurance: The Contractor shall carry and maintain Automobile Liability Insurance covering the use of all vehicles: owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit.

7.21 GENERAL CONDITIONS APPLICABLE TO REQUIRED INSURANCE:

7.21.1 The required insurances coverage specified above shall be placed with insurance companies licensed or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.

7.21.2 Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the

MBTA, and shall require that the MBTA be given at least 30 days' advance written notice in the event of any cancellation

- 7.21.3** All such required insurance shall be written on an occurrence basis form, as opposed to a claim made basis form.
- 7.21.4** Liability insurance requirements can be met with a combination of primary and excess/umbrella policies.
- 7.21.5** The MBTA shall be named as an additional insured under the Commercial General Liability, Automobile Liability, and Umbrella Liability Policies.
- 7.21.6** The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of subrogation in favor of the MBTA which precludes these insurers from being able to make any subrogation claims against the MBTA.
- 7.21.7** All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
- 7.21.8** All such required insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism, irrespective of whether such acts of terrorism are caused by domestic or foreign terrorists, and irrespective of whether such acts of terrorism are certified or non-certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2001.
- 7.21.9** At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies, including required limits and sub-limits are in place and provide coverage as required.
- 7.21.10** If requested in writing, Contractor shall furnish copies of aforementioned policies to the MBTA's designated representative.

7.22 EXAMINATION AND AUDIT

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

The Contractor, upon seven (7) days' advance written notice by the MBTA, shall make available at its local office to MBTA personnel, its representatives or other authorized agencies, all records and data maintained by the Contractor for the purposes of performing financial, compliance, and performance audits related to the reimbursable costs under this Agreement. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of

at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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

7.23 FORCE MAJEURE

7.23.1 General

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

7.23.2 Labor Disputes

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

7.23.3 Weather Conditions Not Force Majeure Events

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

7.23.4 Excluded Events

The events described in paragraphs 1 and 2 of this Section 3.25 above shall not constitute force majeure events if the Contractor knew or should have known about the event or the reasonable possibility of such event in advance of its occurrence, and failed to take preventative or remedial measures to avoid or lessen the impact of such events.

7.24 MUTUAL GENERAL REPRESENTATIONS AND WARRANTIES**7.24.1 Corporate Power**

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

7.24.2 Authority

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

7.24.3 No Breaches

Each party represents that neither the execution nor delivery of this Agreement, nor the consummation of any of the transactions contemplated herein, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise applicable to it.

7.25 INTELLECTUAL PROPERTY RIGHTS

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

7.26 FAIR EMPLOYMENT PRACTICES

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

- 7.26.1** The Contractor will not harass, discriminate or retaliate against any employee or applicant for employment because of race, color, religion, creed, sex, national origin, age, disability, sexual orientation, genetic status or veteran status. The Contractor will develop an Equal Employment Opportunity (EEO) and Affirmative Action program to ensure that applicants employed are treated during employment without regard to their race, color, religion, creed, gender, national origin, age, disability, sexual orientation, genetic status, gender identity veteran status or other legally protected characteristic. Such action shall include, but not be limited to the following: recruitment or recruitment advertising, hiring, promotion, discipline, demotion, or transfer; layoff, termination, or recall; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.26.2** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, gender, national origin, age, disability, sexual orientation, genetic status, gender identity, veteran status, or other legally protected characteristic.
- 7.26.3** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 7.26.4** The Contractor will supply the MBTA annually with copies of its EEO and Affirmative Action Plan.
- 7.26.5** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the United States Secretary of Labor, including:
- 7.26.6** Quarterly submission to the MBTA's Office of Diversity and Civil Rights of a report demonstrating the status of its EEO and Affirmative Action program, including the demographics of its workforce, hiring, promotion and termination rates by race and gender; and the Affirmative Programs it is undertaking to ensure that there are no discriminatory practices or outcomes in employment matters.
- 7.26.7** The Contractor will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders pertaining to fair employment practices.
- 7.26.8** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
- 7.26.9** Priority of Employment -- Contractor shall give priority of consideration of employment to "Existing Employees" of current service providers who meet such

reasonable qualifications as are established by the Contractor. The Contractor shall describe the process by which it will comply with this subsection, including the procedure by which it will select Existing Employees to be interviewed, the criteria for evaluating them and additional training it will offer to assist Existing Employees in qualifying for available positions. Contractor shall also describe the process by which it will provide priority employment to Existing Employees as additional vacancies become available during the term of the Contract.

7.26.10 The Contractor shall, at a minimum, compensate "Existing Employees", if displaced by this Selection Process, at the wage levels in place on the date that the Request for Proposals was issued, which resulted in this Contract and with comparable health/dental benefits. The initial wage levels shall also be adjusted for inflation, using the most recent consumer price index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics Boston Region Office.

7.27 CONFIDENTIALITY

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

The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to those parties, including employees, contractors, subcontractors, suppliers and agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than **EACH PARTY'S OBLIGATION WITH RESPECT TO THE CONFIDENTIAL INFORMATION OF A DISCLOSING PARTY SHALL EXPIRE SEVEN (7) YEARS AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR AS REQUIRED BY LAW IN THE CASE OF NONPUBLIC PERSONAL INFORMATION, AS DEFINED IN TITLE V OF THE GRAMM-LEACH-BILEY ACT OF 1999, PUB. L. 106-102; PROVIDED, HOWEVER, THAT EACH PARTY'S OBLIGATIONS WITH RESPECT TO THE TRADE SECRETS OF A DISCLOSING PARTY SHALL REMAIN IN EFFECT THROUGHOUT THE TERM AND AT ALL TIMES THEREAFTER, BUT ONLY FOR SO LONG AS SUCH INFORMATION REMAINS A TRADE SECRET.**

7.28 STATEMENTS AND CERTIFICATIONS

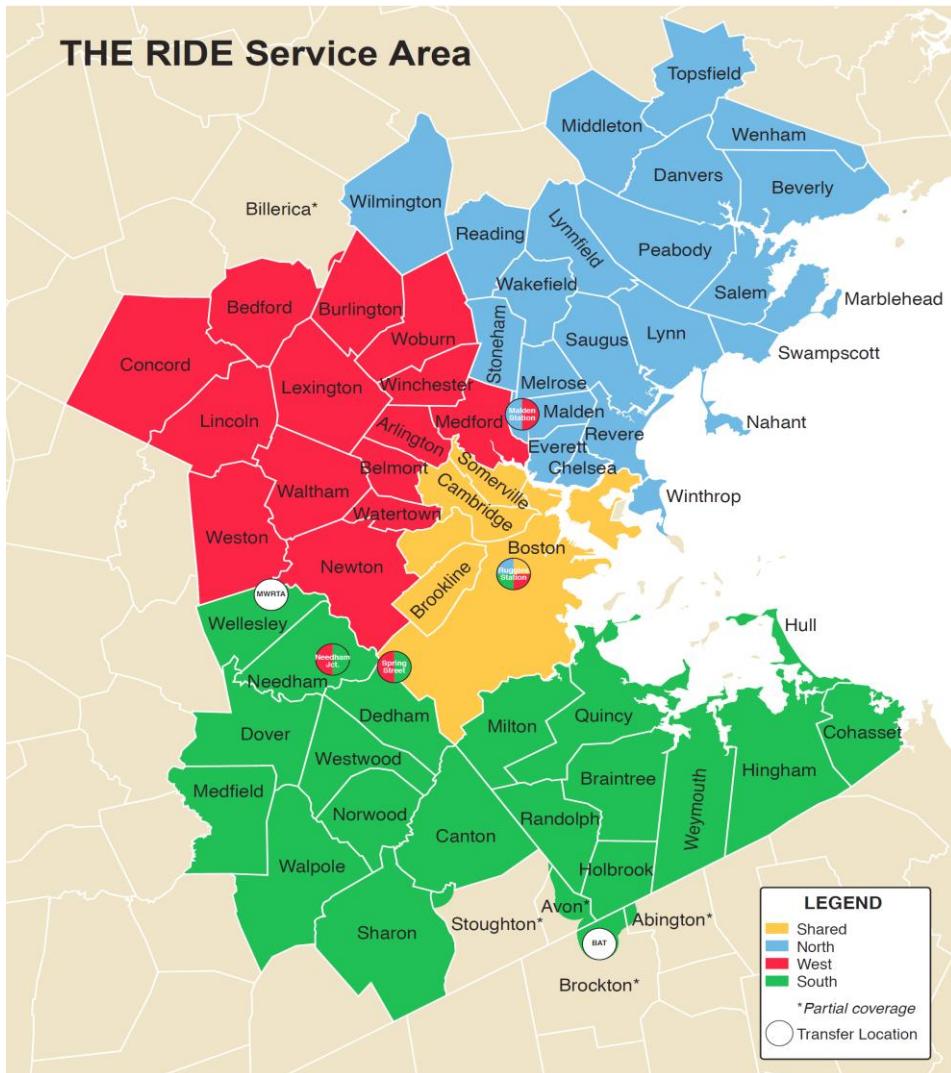
All Respondents must also include a series of appropriately signed Statements and Certifications. The actual forms are contained in Attachment 1:

- Non-Collusion Affidavit
- Conflict of Interest Certification.

- Assurance of Adherence.
- Statements and Certifications Regarding Eligibility.
- Certification Regarding Debarment, Suspension and Other Responsibilities Matters.
- Certification of Compliance with Regulation 102 CMR 12.00 Dependent Care Assistance Program Including Child Care.
- Prohibited Use of Undocumented Workers Certification.
- Certification Regarding Companies Doing Business with or in Northern Ireland.
- MBTA Retiree Certification.
- Acknowledgement of Addenda.

8.0 Exhibits

8.1 CURRENT SERVICE MAP

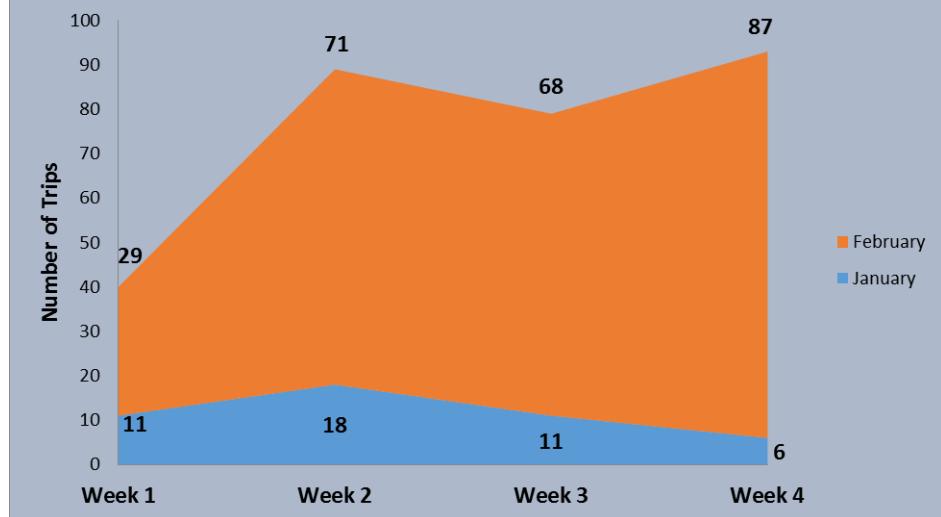


8.2 TAXI DEBIT CARD RIDERSHIP DATA THROUGH FEBRUARY

Trips	Weeks										YTD			
	December				January				February					
Dec 1-5	Dec 7-12	Dec 13-19	Dec 20-26	Dec 27-31	Jan 1-3	Jan 4-9	Jan 11-16	Jan 17-23	Jan 24-31	Feb 1-6	Feb 7-13	Feb 14-20	Feb 21-28	12/1/15 - 2/28/16
Monthly Totals	2	4	12	2	1	2	9	18	11	6	29	71	68	87
											255	322		

Customers	Weeks										YTD			
	December				January				February					
Dec 1-5	Dec 7-12	Dec 13-19	Dec 20-26	Dec 27-31	3-Jan	10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	Feb 14	21-Feb	28-Feb	12/1/15 - 2/28/16
Customers	2	4	12	2	1	14	15	20	20	24	40	62	74	84

Weekly Trip Ridership of TSP Customers Jan-Feb



8.3 PROPOSED PAYMENT STRUCTURE



8.4 RIDE ELIGIBILITY

Overview of eligibility

In accordance with the Americans with Disabilities Act and Federal Transit Administration guidance, customers are eligible for ADA paratransit some or all of the time if any of three general conditions are met:

- (1) The customer cannot independently navigate the system – examples of this might be a cognitive disability, a vision disability that makes travel to unfamiliar or complex locations difficult, or a lack of balance/dexterity that requires a seat to ensure safe travel.
- (2) Inaccessible vehicles or stations – although all MBTA buses are accessible, not all trains or stations meet ADA standards. The system map indicates stations that are fully accessible.
- (3) Barriers to vehicles or stations – lack of accessible sidewalks, curb ramps, terrain or other environmental obstacles may make use of fixed route services impossible for some customers.

Basic characteristics of RIDE customers (based on Customers that took at least one trip over three years):

- 42% are under the age of 65
- 20% are listed as “van-only”
- 10% are eligible for RIDE service only some of the time (typically dependent upon day/night or hot/cold conditions)

Using figures from one month

- 39% are under the age of 65
- 9% are listed as “van-only”

8.5 EXHIBIT B: ORIGIN AND DESTINATION DATA: OCTOBER 2015 (DIGITAL FILE TO BE PROVIDED UPON REQUEST)

Row Labels	Origin Data
	Sum of Total Passengers
ABINGTON	6
ALLSTON	7001
ARLINGTON	18928
AUBURNDALE	3315
AVON	475
BACK BAY	2
BEDFORD	7624
BELMONT	9624
BEVERLY	14885
BEVERLY FARMS	15
BILLERICA	18
BOSTON	166596
BOSTON-	144
BOSTON UNIVERSITY	6
BRAINTREE	31080
BRAINTREE/	1
BRIGHTON	29516
BROCKTON	3894
BROOKINE	1
BROOKLINE	35470
BURLINGTON	18614
CAMBRIDGE	47289
CAMBRIDGEPORT	1
CANTON	13468
CHARLESTOWN	32899
CHELSEA	28452
CHESTNUT HILL	12332
Cohasset	1743
Concord	5018
DANVERS	15455
DEDHAM	22768
DEDHAM-	1
DORCHESTER	105872
DORCHESTER-	8
DOVER	212
E BRAINTREE	18
E SOMERVILLE	2
E WALPOLE	2
EAST ARLINGTON	6
EAST BOSTON	22348

EAST BOSTON-	1
EAST MILTON	2
EAST WALPOLE	1177
EAST WATERTOWN	1
EAST WEYMOUTH	2726
EVERETT	21014
FENWAY	29217
FOXBORO	1
HANSCOM AFB	52
HINGHAM	7896
HOLBROOK	5195
HULL	4593
HYDE PARK	26622
JAMAICA PLAIN	37514
KENMORE	14
LEXINGTON	14818
LINCOLN	1536
LYNN	49320
LYNNFIELD	3210
MALDEN	51497
MARBLEHEAD	4333
MATAPPAN	1
MATTAPAN	27996
MEDFIELD	2072
MEDFORD	40389
MELROSE	13690
MIDDLETON	2247
MILTON	15526
N CAMBRIDGE	1
N QUINCY	2
N WEYMOUTH	5
NAHANT	1121
NANTASKET BEACH	1
NEEDHAM	13567
NEEDHAM HEIGHTS	859
NEWTON	32921
NEWTON-	14
NEWTON CENTER	2798
NEWTON CENTRE	77
NEWTON CNTR	2
NEWTON HIGHLANDS	1711
NEWTON HLDS	2
NEWTON LOWER	
FALLS	1370
NEWTON U F	22
NEWTON UPPER	
FALLS	663
NEWTONVILLE	2018
NORTH CAMBRIDGE	4
NORTH WEYMOUTH	1560
NORWOOD	26405

PEABODY	29317
QUINCY	67638
QUINCY CENTER	9
RANDOLPH	18683
READING	8009
REVERE	39123
REVERE BEACH	3
ROSLINDALE	21222
ROXBURY	51978
S WEYMOUTH	38
SALEM	21528
SAUGUS	25712
SHARON	5729
SOMERVILLE	29738
SOUTH BOSTON	12041
SOUTH END	33238
SOUTH WALPOLE	32
SOUTH WEYMOUTH	1677
SOUTHEND	137
STONEHAM	14497
STOUGHTON	798
SWAMPSCOTT	6825
TOPSFIELD	997
W CONCORD	2
W NEWTON	38
W ROXBURY	19
WABAN	559
WAKEFIELD	9803
WALPOLE	9412
WALTHAM	28557
WALTHAM.	1
WATERTOWN	23528
WELLESLEY	15717
WELLESLEY HILLS	763
WENHAM	717
WEST CONCORD	3
WEST NEWTON	2768
WEST PEABODY	3
WEST ROXBURY	32550
WEST SOMERVILLE	184
WESTON	2053
WESTWOOD	7308
WEYMOUTH	25236
WEYMOUTH LNDG	1
WILMINGTON	7136
WINCHESTER	5067
WINTHROP	11487
WOBURN	26786
WOLLASTON	598
Grand Total	1702157

RFP 32-16

ON DEMAND PARATRANSIT PILOT SERVICES

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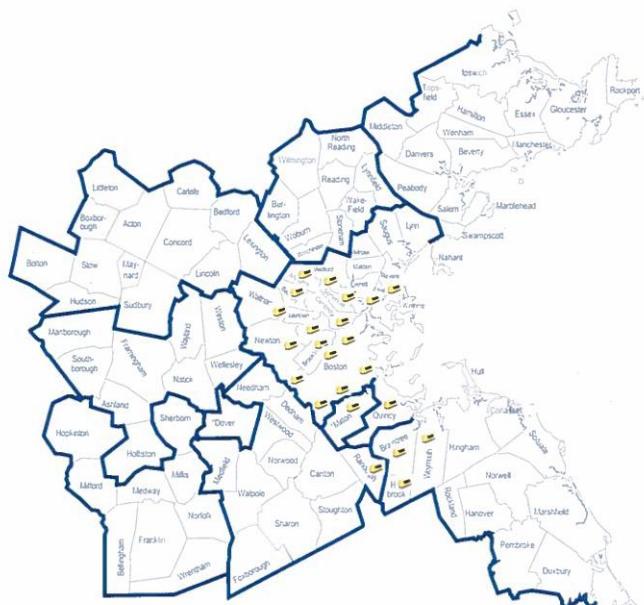
Row Labels	Destination Data
	Sum of Total Passengers
ABINGTON	5
ALLSTON	7232
ARLINGTON	18247
AUBURNDALE	2728
AVON	444
BEDFORD	7822
BELMONT	9713
BEVERLY	14380
BEVERLY FARMS	15
BILLERICA	4
BOSTON	182481
BOSTON-	146
BOSTON UNIVERSITY	4
BRAINTREE	30630
BRIGHTON	29327
BROCKTON	3578
BROOKINE	1
BROOKLINE	35469
BURLINGTON	18867
CAMBRIDGE	47952
CAMBRIDGEPORT	1
CANTON	13097
CHARLESTOWN	34531
CHELSEA	28350
CHESTNUT HILL	12050
COHASSET	1817
CONCORD	5190
DANVERS	16376
DEDHAM	23050
DEDHAM-	2
DORCHESTER	102240
DORCHESTER-	12
DOVER	185
DOWNTOWN BOSTON	1
E BRAINTREE	18
E SOMERVILLE	2
E WALPOLE	5
EAST ARLINGTON	11
EAST BOSTON	21851
EAST MILTON	1
EAST WALPOLE	1133
EAST WATERTOWN	1
EAST WEYMOUTH	2506
EVERETT	20124
FENWAY	30085
HANSCOM AFB	39
HINGHAM	7854

HINGHAM-	1
HOLBROOK	5023
HOUGHS NECK	3
HULL	4560
HYDE PARK	24860
HYDEPARK	1
JAMAICA PLAIN	38118
KENMORE	12
LEXINGTON	14770
LINCOLN	1618
LYNN	47961
LYNNFIELD	3336
MALDEN	50148
MARBLEHEAD	4346
MATTAPAN	26536
MEDFIELD	2103
MEDFORD	40461
MELROSE	13227
MIDDLETON	2595
MILTON	15486
N CAMBRIDGE	1
N QUINCY	2
N WEYMOUTH	5
NAHANT	1166
NANTASKET BEACH	1
NEEDHAM	13789
NEEDHAM HEIGHTS	828
NEWTON	33028
NEWTON-	15
NEWTON CENTER	2678
NEWTON CENTRE	35
NEWTON CNTR	23
NEWTON HIGHLANDS	1666
NEWTON HLDS	2
NEWTON LOWER	
FALLS	1468
NEWTON U F	5
NEWTON UPPER	
FALLS	547
NEWTONVILLE	1766
NORTH CAMBRIDGE	5
NORTH WEYMOUTH	1255
NORWOOD	25669
PEABODY	28429
QUINCY	66944
QUINCY CENTER	6
RANDOLPH	17876
READING	7808
REVERE	37214
REVERE BEACH	6
ROSLINDALE	20221

ROXBURY	51726
S Weymouth	51
SALEM	22080
SAUGUS	25190
SHARON	5432
SOMERVILLE	30369
SOUTH BOSTON	11412
SOUTH END	35812
SOUTH WALPOLE	18
SOUTH WEYMOUTH	1705
SOUTHEND	186
STONEHAM	14563
STOUGHTON	724
SWAMPSCOTT	6548
TOPSFIELD	1055
W CONCORD	1
W MEDFORD	1
W NEWTON	38
W ROXBURY	22
WABAN	449
WAKEFIELD	9795
WALPOLE	9402
WALTHAM	28653
WALTHAM.	1
WATERTOWN	23021
WELLESLEY	15214
WELLESLEY HILLS	717
WENHAM	747
WEST CONCORD	3
WEST NEWTON	2715
WEST PEABODY	3
WEST ROXBURY	31977
WEST SOMERVILLE	184
WESTON	2152
WESTWOOD	7953
WEYMOUTH	25282
WEYMOUTH LNDG	2
WILMINGTON	7160
WINCHESTER	5047
WINTHROP	10401
WOBURN	26568
WOLLASTON	577
WORCESTER	1

8.6 EXHIBIT C: RACI CHART

		Respondent	MBTA	Customer
Customer On Boarding Plan	Advertising Pilot to Customers	A/R	R	
	Creating Customer Enrollment Process	A/R		
	Providing Approved List of Customers			A/R
	Notifying Customers Of Approved List	A/R		
	Transferring Value of Trips to Customers	A/R		
Trip Provision and Customer Experience	All		A/R	
Payment and Program Evaluation	Providing Payment for first \$2 of Trip			A
	Providing Payment for next \$13 of Trip			A
	Providing Payment for Trip Amount over \$15	A		
	Providing Monthly Reports	A/R		

8.7 CURRENT TAXI DEBIT CARD COVERAGE MAP

8.8 EXAMPLE DASHBOARD



8.9 PROGRAM DESIGN SUMMARY

