



**PIONEER VALLEY TRANSIT AUTHORITY
REQUEST FOR PROPOSALS
RFP #26-006**

FOR

Paratransit Operations & Management Services
Including Fixed-Route Pilot and Micro-Transit Services

RFP ISSUE:

November 3, 2025

RFP DUE:

December 18, 2025
2:00 PM, EST

CONTACT:

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SECTION 1. GENERAL INFORMATION

The Pioneer Valley Transit Authority (PVTA) is a Regional Transit Authority and Political Subdivision of the Commonwealth of Massachusetts. The PVTA is organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws. Its statutory mandate is to provide public transit services to twenty-four (24) communities within the region of the Pioneer Valley in Western Massachusetts. The PVTA is funded with federal, state and local funds, as well as passenger farebox revenue. The PVTA is required to comply with the provisions of the Americans with Disabilities Act (ADA) as well as all federal and state laws, regulations and statutes. A guiding principle of PVTA is to continually improve the quality of its operations while providing accessible, safe, reliable, cost-effective service to the citizens of the Pioneer Valley.

The region PVTA serves is developed around two urban areas. The largest, in the south of the region, has the cities of Springfield, Chicopee, and Holyoke as its urban core. In the north, the City of Northampton is a hub around which development is now occurring in the surrounding towns of Hadley, Amherst, and Easthampton.

The PVTA is seeking qualified vendors to provide ADA complementary paratransit service, demand response “dial-a-ride” service to the senior community (aged 60+), micro-transit, and fixed-route shuttle service pilots as needed.

1.1 Due Date

Sealed proposals are due on **December 18, 2025** at the PVTA Administration Office, 2808 Main Street, Springfield, MA 01107, no later than 2:00 PM EST for the work described herein. **PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL THE FORMS CONTAINED IN THIS PACKAGE.**

Late submissions will not be accepted. It is the responsibility of an entity which responds to this RFP to ensure that its Proposal is delivered to PVTA by the deadline. Delivery by facsimile or email will not be accepted.

1.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held by PVTA on **November 20, 2025 at 10:00 AM EST**, to outline the requirements and service standards PVTA will expect from the Contractor, as well as to provide the opportunity for questions concerning the RFP or the RFP process. The non-mandatory pre-proposal conference will be conducted via Zoom Conference Call. Meeting ID: 832 7816 1925

Zoom link:

<https://us06web.zoom.us/j/83278161925?pwd=VJbqk5gEjVrX3J6JKjLpSomm97TvO6.1>

One Tap Mobile:

+1-929-205-6099; ID#: 83278161925; (New York, US)

+1-301-715-8592; ID#: 83278161925; (Washington DC, US)

Participants are asked to pre-register by contacting Leland Zak at LZak@pvta.com and providing the name of the participant(s) as well as the name of the firm participating. The meeting passcode will be provided upon pre-registration.

1.3 Questions and Requests for Clarification

Questions and requests for clarification regarding the RFP or RFP process must be submitted no later than November 28, 2025, at 5:00 PM EST. All questions or requests for clarifications regarding this RFP or the RFP process must be submitted in writing via regular mail, facsimile or email to LZak@pvta.com

Communication by any Proposer with any agent, employee or consultant of PVTA or PVTA relative to this RFP or the pending process, other than as established herein, may in the sole judgement of the Authority, result in the Proposer being disqualified.

The PVTA reserves the right, at any time, to issue addenda to this RFP or to adjust its project schedule if it is deemed in PVTA's best interest to do so. The PVTA reserves the right to reject any and/or all Proposals resulting from this RFP if it is deemed in the best interests of PVTA to do so.

1.4 Procurement Schedule

The following is an anticipated RFP engagement schedule. The PVTA may change the estimated dates and process as deemed necessary.

The proposed schedule for submittals, reviews, and notification is as follows:

Activity	Date
Release & Advertise RFP	11/3/2025
Pre-proposal Conference (not mandatory)	11/20/2025 @ 10 AM EST
Deadline for Questions/Clarifications	11/28/2025 @ 5 PM EST
Response to Questions/Clarifications	12/5/2025
Proposals Due	12/18/2025 @ 2 PM
Review of Proposals by	2/1/2026 (Anticipated)
Interviews/Discussions with Competitive Range by	2/20/2026 (Anticipated)
BAFO (if required) by	3/13/2026 (Anticipated)
Approximate Notice of Award by	4/1/2026 (Anticipated)
Executed Contract by	4/30/2026 (Anticipated)
Transition Plan/Mobilization Complete prior to	6/30/2026

The PVTA Procurement Officer will establish an evaluation committee to make a recommendation for the award to the Administrator who will make the final selection for contract award.

The successful proposer will be required to execute a contract substantially in the form included in this RFP. It is anticipated that the transition of services pursuant to this contract will begin immediately upon execution of the contract.

This project is being developed with, and is, or will be, subject to, the regulations and procedures of the funding agencies, i.e., the PVTa, the Federal Transit Administration (“FTA”) and the Massachusetts Department of Transportation (“MassDOT”). All such regulations and procedures are incorporated by reference in this RFQ and, by submitting a proposal in response to this RFQ, each offeror must be deemed to be thoroughly familiar with such regulations and procedures.

The PVTa reserves the right to reject any and/or all proposals, to waive any informality in the proposals, and to award a contract in a manner that best serves the interests of the PVTa, and to take any such other action with respect to proposals as is permitted by law.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

Pursuant to this Request for Proposals (“RFP”), Proposers are required to comply with the terms and conditions stated herein to be deemed responsive and responsible. A Proposer 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. If a proposal does not meet all the requirements listed in the RFP, the Proposer’s proposal may be deemed nonresponsive. Failure by the Proposer to examine all information pertaining to this solicitation or participate in an on-site visit and/or pre-proposal conference, if scheduled by the Authority, will be at the Proposer’s risk.

2.1 Minimum Qualifications

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements by the Proposer’s firm. This section should establish the ability of the Proposer to satisfactorily perform the services.

The Proposer must have a **minimum of five years of experience** in the provision of paratransit management services and demonstrate it can fulfill the obligations of this contract. The Proposer should list any significant accomplishments of the firm or the individuals in contributing to the success of similar services.

The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function. Describe Proposer’s experience working with each subcontractor. Describe role of proposed subcontractor

2.1.1 Experience of Firm

Proposers or members of its key, on-site senior management team must have the following verifiable qualifications:

1. Minimum of five years (three of which must be within the past five calendar years) of satisfactory performance in the delivery of Paratransit Services.
2. Provision of at least two calendar years of ADA Paratransit Service, within the past two calendar years, in which at least 175,000 trips were served.

SUBMIT:

- a. One or more written and signed verification(s) of experience from current or former (within past five calendar years) client(s)/contracting entity(ies) as outlined in Item 1 above.
- b. One or more written and signed verification(s) of experience from current or former (within past two calendar years) client(s)/contracting entity(ies) to attest that Proposer provided high quality & reliable level of service outlined in Item 2 above.
- c. A listing of all current and former (within the past five calendar years) client(s)/contracting entities for which the firm provided Paratransit Services, along with the contact person, title, email address, address and telephone number. This information must also include the dates of service, number of trips provided, and total contract value (on an annual basis) for each client/contracting entity listed.

The Authority reserves the right to seek references beyond those supplied by the Proposer, which will be used as part of the evaluation process.

2.1.2 Experience of Proposed Management Personnel

This section of the proposal should establish the method that will be used by the proposed services offered as well as identify key personnel assigned.

The Proposer must provide a management structure and staffing plan that clearly identifies the way it will satisfy the obligations set forth in the technical requirements. The detailed staffing plan for this operation shall include the number of employees in each position, and communication/reporting relationships among the proposed staff. The Proposer shall provide education, experience, training, special qualifications, years of relevant experience, and applicable professional credentials of proposed staff. For the General Manager and Key Personnel members being proposed for the contract, the Proposer must list the name of the individual assigned to each key position and include a detailed resume.

The Proposer shall describe the ability of the management team to respond immediately to issues relating to the service proposed. The Proposer should demonstrate how this requirement will be fulfilled and should indicate the percentage of time each individual will be dedicated to the Authority. The Plan must detail the management structure proposed and describe how the management team fits within, and reports to, the overall corporate structure, if applicable.

The Proposer shall provide information relative to the experience with and knowledge and understanding of StrataGen's Adept paratransit management software or any other commercially available paratransit management software, as well as mobile data computers and micro-transit software.

The Proposer must provide a comprehensive, detailed discussion showing how **all** start-up tasks will be completed prior to the commencement date of the Contract. This plan shall provide for the orderly transition of all administrative and operations functions. A detailed schedule must be supplied along with any appropriate information including major work tasks and key milestone dates for the project, based on weeks after notice to proceed; logical dependencies to indicate what work must be completed before other work can begin. Highlight the tasks that require the Authority's involvement and explain to what degree the Authority must be involved.

1. The Project Manager must have a minimum of five years' experience (three of which must be within past five calendar years) in Paratransit operations, at least one of which must have been managing operations in which at least 175,000 trips were served annually.
2. Senior staff members must each have a minimum of 3 years' experience in the roles that include the functions outlined below:
 - Customer Service Manager
 - Safety Manager

- Operations Manager
- Fleet/Maintenance Manager
- Information Technology Manager
- Finance Manager
- Human Resource/Personnel Manager

SUBMIT:

- a. Resumes of company personnel proposed for this project. Other than Key Managers, resumes must include verification of requirements as described in Items 1 and 2 above.
- b. Affidavit that proposed personnel will be available for this project and that they will be dedicated to the provision of services within the parameters of this scope of work.

2.1.3 Experience in Safety and Training Programs

The Proposer shall describe the training and re-training plans for each position. Include course names, length, frequency, instruction methods and qualifications of trainers. The Proposer must state the frequency of follow-up or additional training and any circumstances that would warrant re-training.

The Proposer must provide a copy of its safety program. The program must include the following components and methods to be utilized to promote safety awareness: accident response plan, accident review process and analysis; determination of an accident as preventable or non-preventable based on the National Safety Council guidelines; employee retraining provisions; and driver incentive provisions.

The Proposer shall describe its safety record over the past three (3) years. Include information relating to any fatalities or other major incidents or claims against your firm. Include any safety statistics available.

The Proposer must provide the names of the staff trained in compliance with FTA's Drug and Alcohol Reasonable Suspicion testing. The Proposer must submit a copy of the materials used to provide drivers with the FTA required sixty (60) minutes of training in the area of drug and alcohol awareness. In addition, the Proposer must submit its Drug and Alcohol Policy and Procedures.

Proposer must have at least 1 year of experience in the provision of training for each area of Paratransit Service, including:

1. Drivers

- A pre-classroom training, 4-hour Road Observation
- Customer sensitivity training
- Multiple Chemical Sensitivity (MCS) Training
- Red Cross First Aid training (or equivalent training, i.e. the American Heart Association)
- Cardiopulmonary Resuscitation and Personal Safety (CPR)
- Safety and defensive driving training
- Emergency procedure training, including vehicle evacuation

- Passenger assistance procedures
 - ADA requirements
 - Pre-operational vehicle circle-check
 - Service Area familiarization, including roadways and landmarks
 - On-board Vehicle Information technology (Radio, MDC, GPS, etc.)
2. Administrative personnel (including call takers, dispatchers, schedulers, etc.)
- Customer sensitivity training
 - Multiple Chemical Sensitivity (MCS) Training
 - Phone decorum
 - ADA requirements
 - Proficient in the use of business-related software used by Proposer to provide service
 - Paratransit Service application software

SUBMIT:

Affidavit that Proposer has provided direct training or supervised contracted training for every category outlined in Items 1 and 2 above, within the last 5 calendar years, for at least 1 year.

2.1.4 Experience in Reservations, Scheduling, and Dispatching

Proposer and/or key senior staff members must be experienced in all areas of Paratransit customer services including the following:

1. Minimum of 3 years of experience in receiving, scheduling (including transfer trips), confirming all trip requests from all registered passengers including their companion(s) and/or personal care assistant(s) (PCA), as well as other eligible persons who may be visiting from outside the service area using a customized Paratransit software system.
2. Minimum of 3 years of experience in dispatching services, including using a customized Paratransit software system with a central dispatch location capable of always maintaining radio contact with all vehicles.

SUBMIT:

Affidavit that the Proposer has performed reservations, scheduling and dispatching services as outlined in Items 1 and 2 above, within a Paratransit operation which served at least 175,000 trips annually.

2.1.5 Technical Requirements

The Proposer shall describe their policy and procedures for cash management to include a description of the positions that will involve cash management. This shall include an explanation or overview of how cash fares and fare tickets will be collected, accounted and reported. In addition, describe the procedures for timely reporting of accidents/incidents in accordance with the Authority's specifications.

The Proposer must outline a plan to ensure professionally effective and productive use and management of information technology hardware and software (i.e. mobile data computers).

The Proposer shall describe any monetary and non-monetary employee incentives that might be used to provide a more stable and professional workforce. It is the Authority's desire to maintain consistency with respect to experienced and capable staff.

Detailed information shall be provided for any exceptions, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained.

2.1.6 System Management

Provide an overall organizational chart showing the level of staffing to meet the requirement of the proposal for each phase of the project. The organization chart shall start at the corporate level positions and continue down to the lowest reporting level. The chart shall indicate the number of each type of employee, job title, and the proposed salary structure by fiscal year. It is essential that appropriate Contractor Personnel Staffing levels be maintained across all functions of the operation to provide safe, reliable, and timely services to the Authority's customers. Therefore, PVTa will review the following personnel functions as needed to monitor Contractor compliance with the staffing level commitments submitted by the Contractor in its Proposal.

Note: the following are not necessarily required positions, but the contractor must include each function within the management staff and identify how each function will be covered. In addition, the proposal should identify the percentage of time each position is dedicated to this contract.

1. Management Functions
 - a. Project
 - b. Customer Service
 - c. Finance
 - d. Human Resources/ Personnel
 - e. Safety
 - f. Training
 - g. Operations
 - h. Fleet/ Maintenance
2. Clerical Support Staff
3. Reservations Staff
4. Scheduling Staff
5. Dispatching Staff
6. Operations Staff
 - a. Supervisors (Including but not limited to Road Duty)
 - b. Drivers

The proposer shall identify how recruitment, hiring, training, reservation, scheduling, safety oversight, coordination of vehicle maintenance (with PVRTA's maintenance Contractor), and dispatch operations will be organized and implemented.

SUBMIT:

- a. Resumes and job descriptions of Senior Managers, as it relates to their specific function.
- b. Resumes and job descriptions for Supervisors, as it relates to their specific function.

2.1.7 Hiring and Training of Employees (By Type of Job)

The proposer shall explain their advertising/recruitment details, including timeline, as well as the selection criteria to be used by Proposer - this includes Motor Vehicle Record check, drug and alcohol screening process, criminal record check, and whatever requirements the Proposer may determine appropriate. (Note: Also include details regarding periodic review of the above to ensure continued compliance with requirements.) Describe record keeping procedures that will be in place to document the training history of each employee. Describe all other training that Proposer anticipates for Mobilization not already provided. Show the number of certified instructors that will be required to complete training, both classroom and behind-the-wheel instructors. Submit instructor backgrounds including certifications.

SUBMIT:

- a. A timeline for the training of all personnel, as well as the specific curriculum and materials intended for each job classification to ensure compliance with contract requirements.
- b. An outline, or current procedure, used for ongoing/refresher training for all personnel and frequency.
- c. Documentation of Defensive Driving Course instructor certification. The Authority has approved the National Safety Council program for Defensive Driving. A comparable program may not be substituted without the prior approval of the Authority.

2.1.8 List of Subcontractors

If utilizing subcontractors, the proposer must provide a list of all potential Subcontractors considered for possible use in the provision of any services. Provide specific information on the anticipated roles and responsibilities for each potential Subcontractor.

Note: The PVRTA reserves the right to review and reject the proposed use of any subcontractor.

2.1.9 Mobilization/Transition Plan

The proposer must submit a comprehensive, detailed plan of all Mobilization tasks, which will achieve the commencement of ADA Paratransit Services, Fixed-Route Service, and Dial-a-Ride Service on the contract start date of July 1, 2026. These tasks shall include a timeline of hiring, operator training, vehicle preparation, including insurance acquisition, facility occupancy and remodeling/modifications, with the end

date being prior to the Contract start date. The Mobilization Plan shall include each of the following areas: Organization/Management, Personnel, Facilities/Equipment/Vehicles, Training, and Subcontracting (if applicable).

SUBMIT:

Technical Proposal including the Mobilization Plan, as outlined above, fully describing all items requested and will be a maximum of 50 numbered pages single sided, or a maximum of 25 numbered pages double sided. Ancillary materials (e.g. training manuals, resumes, standards of operation for maintenance, etc.) are to be provided as attachments. The said plan should consider the ADA Paratransit computer system supplied by the Authority.

2.2 Submission Requirements

A Proposer shall submit its sealed proposal in two separate envelopes, namely Price/Cost Proposal and Technical/Non-Price Proposal. Both parts are to be clearly labeled with the Proposers' name and address and clearly marked Price/Cost Proposal or Technical/Non-Price Proposal, RFP Name, and RFP No. 26-006. For each part, the Proposer shall provide:

- An original and five (5) copies of Technical/Non-Price Proposal including all required signatures, representations, and certifications executed
- An original and five (5) copies of Price/Cost Proposal
- PDF electronic copies of both the Price/Cost and Technical/Non-Price Proposals shall be submitted to: LZak@pvta.com

Technical/Non-Price Proposal: A Technical/Non-Price Proposal shall be submitted that is typed; concise, but comprehensive. A Proposer must include the RFP Name ("Paratransit Operations & Management Services") and RFP Number (#26-006) as well as the name and address of the proposing firm. Each submission shall include a letter of transmittal and all required documents and certifications. All pages in the proposal must be numbered with signatures in ink. PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL THE FORMS CONTAINED IN THIS PACKAGE.

No cost or price information of any kind shall be provided in the Technical/Non-Price Proposal.

Price/Cost Proposal: The Cost/Price Proposal must specify the proposed cost to provide services as stated in this RFP. The cost proposal form supplied shall be completed. As indicated on the form, for Fiscal Year 2027, 2028, 2029, 2030 and 2031 for operation out of the PVTA Paratransit Operations Facility located at 2840 Main Street, Springfield, MA 01107. Please note the satellite operating facility located at 54 Industrial Drive, Northampton, MA 01060. The cost proposal shall include all the costs and expenses associated with the Proposal. The cost proposal must be submitted in a separate sealed and labeled package. PLEASE NOTE: Cost information must appear only in the cost proposal; cost information must not be discussed in the technical proposal.

The Authority will compensate the successful Proposer for services rendered under the Contract through a variable pricing structure, including a paratransit/demand response trip rate, fixed-route hourly rate, micro-transit trip rate, and management fee. The fixed fee includes all

costs of the operation, and all wages and benefits associated with the administrative, supervisory, and management of the facility. The trip rates and hourly rate will include the labor and benefit costs of the vehicle operators.

To enable proposers to develop estimates of costs, historic levels of service consumption are provided. The Authority emphasizes that the numbers presented below do not represent a guarantee of specific levels of service for this RFP. The cost proposal requests that the Proposer base their annual costs on an estimate of the following total trip projections for FY26-FY30:

FY	ADA	DAR	Micro	Total
2026	123,256	66,463	2,996	192,715
2027	131,884	79,756	3,746	215,386
2028	135,841	95,707	4,683	236,231
2029	139,915	114,848	5,853	260,616
2030	144,113	137,818	7,316	289,247

These projections are based on trends in past service years. See **Section 5.10 Demand Response Provision** for total demand-response trips from FY22-FY25.

The Authority shall pay in accordance with the number of trips successfully performed during the accounting period after such an adjustment the Authority may make in accordance with the provisions of this procurement. All records related to the monthly billing are subject to audit by the Authority, Massachusetts Department of Transportation, FTA, or any Authority designee. Invoices submitted without proper records shall not be accepted or paid.

The Authority will deduct from the amounts otherwise owed to the Proposer an amount equal to assessments imposed by the Authority on the Proposer, plus any other amounts the Authority may be entitled to deduct under the provisions of this procurement.

Payment will be made within five (5) calendar days following receipt of a final invoice. Final invoice is defined as the monthly invoice received after all penalties and/or incentives have been evaluated and accepted by both the Authority and the awarded proposer.

The Proposer shall take notice that the time required to receive funding from the Authority's funding sources is beyond the Authority's control and is sometimes delayed. The Authority will make every effort to compensate the Proposer on a timely manner. However, the Authority will in no way compensate the Proposer for any additional costs or fees for delays in payments or pay any interest on outstanding invoices.

A single, sealed proposal, when submitted, must include both Price/Cost Proposal and Technical/Non-Price Proposal (in separate sealed envelopes). The complete proposal submission must clearly indicate the Proposer's name and address, RFP Name, and No. on the face of the package. Each submission shall include a cover letter showing the Proposer's name, post office address, telephone number, fax number, and name, title, telephone number, email address and signature of the person submitting the proposal. All

pages in the proposal must be numbered. The signature must be in ink. A sealed or notarized letter/vote attesting to the signer's authorization to sign the proposal on behalf of the Proposer must accompany the cover letter.

Proposals shall be submitted no later than 2:00 PM Eastern Standard Time (EST) on December 18, 2025. Proposals received after the date and time specified above will not be considered. Receipt by USPS or other carrier does not constitute receipt by PVTa.

2.3 Cost Associated with Preparing Response to RFP

The respondent shall be solely responsible for any and all costs incurred in the preparation or submittal of the proposal. No portion of these costs shall in any way be incurred by PVTa.

2.4 Bid Bond

A bid bond is not required for this RFP.

2.5 Performance Bond

A performance bond is not required for this RFP.

2.6 RFP Exhibits

The RFP includes the following exhibits:

- EXHIBIT A General Information Form and Pre-Award Evaluation Data
- EXHIBIT B Certificate of Authority, Affidavits, and Statements
- EXHIBIT C Cost Proposal Form
- EXHIBIT D Massachusetts Required Certifications
- EXHIBIT E Federally Required Certifications
- EXHIBIT F PVTa's Preservation of Rights and Disclaimers
- EXHIBIT G Required Insurance
- EXHIBIT H Federally Required Contract Clauses
- EXHIBIT I Sample Contract
- EXHIBIT J PVTa's Protest Procedures
- EXHIBIT K ADA and Dial-A-Ride Hours by Community
- EXHIBIT L Existing Fixed-Route Pilot Schedules
- EXHIBIT M Performance Standards, Incentives, and Penalties
- EXHIBIT N Incident and Accident Reporting Procedures
- EXHIBIT O Paratransit Performance and Operational Data
- EXHIBIT P Vehicle Inventory and Sample Motor Vehicle Lease Agreement

2.7 Public Opening of RFP

There will not be a formal public opening for this RFP. Proposals will, however, be opened in the presence of one or more witnesses, and a register of proposals will be created and made available upon request.

2.8 Multiple Proposals

Only one proposal will be accepted from any one person, partnership, corporation or other entity.

2.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Leland Zak, PVTA Procurement Officer. Notwithstanding the foregoing, each offeror shall be solely responsible to verify, before submitting a proposal, that it has received all addenda issued.

2.10 Late Proposals

All proposals to the RFP must be delivered in person or received by mail no later than December 18, 2025, at 2:00 PM EST. Respondents shall be responsible for the timely delivery of their proposals. Receipt of the proposal by the U.S. Postal Service or other carrier does not constitute receipt of the proposal by PVTA. Proposals received after the deadline will not be considered and be returned unopened.

2.11 Point of Contact

All questions regarding this RFP shall be directed in writing to Leland Zak, PVTA Procurement Officer at LZak@pvta.com No other individual has the authority to respond to any questions submitted. Failure to adhere to this process may disqualify the offeror.

2.12 Reservations

The PVTA reserves the right to do the following at any time and for its own convenience, at its sole discretion, to the fullest extent permitted by and subject to law, in addition to and not in limitation of all other reservations of rights in this RFP, including those contained in **Exhibit F**:

- The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment will, under the circumstances, best serve PVTA's interest.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and/or all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Respondent.
- The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The PVTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to PVTA, expressly agrees that it has not relied upon the foregoing information, that it will verify to its own satisfaction the completeness and accurateness of any and all such information, and that it shall not hold PVTA, or any third party who advised or prepared a report for PVTA, liable or responsible therefore in any manner whatsoever.

- The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
- The PVTA may consult individuals familiar with each Respondent regarding the Respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether the specific individuals are identified in the RFP response. Submission of a Proposal in response to this RFP shall constitute permission for PVTA to make such inquiries, and authorization to third parties to respond thereto.
- The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of PVTA upon their receipt thereof.
- Neither the members of PVTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent or any third party with any liability or held liable to it under either any term or provision of this RFP nor any statement made herein.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, due to: felonious or other criminal record in any jurisdiction (domestic or foreign); a determination by PVTA that the Respondent has failed to disclose any matter that materially relates to the fitness or ability of the Respondent to perform the work and services associated with this development opportunity, or a conflict of interest; or a determination that such disqualification would serve the public interest; or if Respondent has ever been debarred or disqualified by any governmental body or agency from public contracting or procurement.
- The PVTA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; (2) require any prospective Respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this RFP if, in the opinion of PVTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any sub-contractor or individual working on a team and to replace the sub-contractor or individual with a mutually acceptable replacement.
- The PVTA reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the RFP documents, which can be waived or corrected without prejudice to the Contractor. No officer or agent of PVTA is authorized to waive this reservation.
- The PVTA reserves the right to reject any and/or all proposals, in whole or in part, if such action is determined to be in the best interests of the Authority. Unless all proposals are rejected, award shall be made to that Proposer whose proposal, conforming to the solicitation, in the judgment of PVTA, will be most advantageous to PVTA, price/cost and other factors considered.

- 2.13 Notification of Withdrawals of Proposals to RFP and Acceptance Period
Proposals may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the bidder or by formal written notice. All proposals not withdrawn prior to the due date for proposals will become property of the PVTa. The Authority requires a minimum Acceptance Period of two hundred (200) calendar days. “Acceptance Period” for purposes of this solicitation means the number of calendar days available to the PVTa for awarding a contract based on the Due Date specified in this solicitation for receipt of proposals.
- 2.14 Interpretation
Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the offeror shall notify the PVTa in writing at once (email is acceptable). The PVTa will issue addenda as necessary. The PVTa shall not be responsible for oral interpretations or answers no matter by whom given. All addenda issued shall be deemed part of this RFP and incorporated by reference, together with the RFP, into the resulting Contract.
- 2.15 Proposals are Public Records
All information appearing within the proposal is subject to public inspection and shall be deemed a public record under the Massachusetts Public Records Law.
- 2.16 Extension of Proposal Due Date
Requests for an extension of the proposal Due Date must be submitted in writing to the attention of the Procurement Officer no later than five (5) business days prior to the Due Date. The PVTa reserves the right to determine whether an extension is justified. All Proposers will be notified in writing of any extension granted.
- 2.17 Acknowledgement of Addenda
Proposers shall acknowledge written Addenda by filling in the number of acknowledged Addenda and then signing and returning the General Information Form and Pre-Award Evaluation Data (**Exhibit A**) with the Proposer’s proposal. The Proposer is responsible for verifying the number of Addenda issued, which is available at: www.pvta.com with the RFP documents.

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

SECTION 3. SELECTION PROCESS

3.1 Basis of Award

This is a competitively negotiated procurement where an award is anticipated. The Authority shall award a contract to a Proposer/Proposers who is/are deemed responsible, possess/es the management, financial, and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the solicitation requirements stated herein, and who is/are judged by an integrated assessment of the general considerations and specific criteria defined in **Section 4 Evaluation Criteria** to be most advantageous to the Authority, with price and other factors considered.

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

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

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

3.2 Negotiation Procedures

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

3.3 Contract Award

When the Procurement Officer determines that an award can be made that is judged by PVTa to be in its best interest, a recommendation is made to the Administrator to proceed with making the award. The Contracting Officer prepares a request for approval by the Administrator that contains the Evaluation Committee's documentation supporting the final recommendation. Following receipt of the Administrator's approval, all Proposers will be advised, in writing, of PVTa's final decision. The Contract will then be executed between PVTa and the selected Proposer(s). Upon execution of the Contract, a formal Notice to Proceed will be issued to the Contractor.

SECTION 4. EVALUATION CRITERIA

This Section outlines the criteria the Authority will consider in evaluating each Proposer's proposal submitted in response to this solicitation. Therefore, Proposers are strongly advised to organize Technical Proposal into separate sections that thoroughly address each of the criteria listed.

4.1 General Considerations

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

1. Whether the Proposer acknowledges and agrees to comply with the terms and conditions set forth in the solicitation.
2. Whether the Proposer eligible for the award is financially sound and has the technical capability and capacity to perform the work in accordance with the requirements of the Technical Specifications and within the times specified. Accordingly, a pre-award survey may be conducted as part of the selection, and, therefore, the Proposer shall complete and sign the Pre-Award Evaluation Data form contained in **Exhibit A**.

4.2 Specific Criteria

Specific criteria relate to key characteristics of the solicitation and are established for the purpose of distinguishing one Proposer's response from another. Proposals are evaluated against the specific criteria, not against other proposals. Each specific criterion (except Cost/Price) is evaluated using an adjectival rating further described in **Section 4.4 Evaluation Rating Scheme Defined**. For purposes of this solicitation, the following criteria apply with Qualifications and Experience weighted as most important and all other criteria weighted as equally important for the overall proposal score:

- Qualifications and Experience
- Operational Facilities and Communications Plan
- Customer Service, Innovation, and Adaptability
- Organization and Structure
- Cost/Price
- Safety and Training

4.3 Evaluation Standards Defined

For this solicitation, the Authority's evaluators will rate/score the qualification set forth in **Section 2.1 Minimum Qualifications** for each Proposer's proposal against the following standards:

(1) Qualification and Experience

The Selection Committee will evaluate the qualifications and experience of the Proposer and its key personnel and subcontractors. Proposals shall contain sufficient information to enable the PVT A Selection Committee to evaluate the ability of the Proposer to perform based on experience and history with similar transit contracts; experience and qualifications of the assigned local and regional personnel; and ability of Proposer to meet the specific requirements of the RFP.

Elements thereof include experience of Proposer operating a total turnkey ADA paratransit service (Call Center, Scheduling, Dispatch, Operations, etc.) equal to or larger than the scope of work included in this RFP. Experience must include the generation of driver manifests for 80+ vehicles during peak pull. This section will evaluate evidence of prior performance including maintaining a high Passenger per Hour rate while maintaining high quality service standards (on time performance and complaints per 100K passengers). Please advise if the firm was able to introduce new technologies to reduce passenger no-shows and increase scheduled productivity. This aspect concerns contract termination for cause, and similar matters; financial resources and stability, and ability to meet the insurance requirements described in the RFP.

A. Corporate Capacity

- Degree of corporate skills and experience of the Proposer and, (if applicable), key subcontractors in similar or related projects.
- Type and extent of corporate support to be provided to the resident management team as well as to the Authority. There is an expectation of the availability of regional and corporate staff to support the local operations.
- Financial resources and the stability of the proposing entity and (if applicable) of its parent companies.

B. Corporate Experience

- Experience of proposing entity and parent companies in operating ADA Paratransit Services.
- Experience in maintaining an ADA Paratransit Fleet(s).
- Experience on projects for public and quasi-public agencies and displaying the ability and commitment to support and cooperate with those clients.
- Demonstrated examples of high-quality, cost-effective fixed-route, micro-transit, and ADA Paratransit/demand-response services, especially in comparable operating environments.

C. Key Personnel

- General experience and qualifications of key personnel, including the Contractor, the Contractor Project Manager, and Managers described in the Technical Proposal.
- Evidence of long-term commitment of key personnel.

(2) Operational Facilities & Communications Plans

The PVTa will evaluate the ability of each Proposer's Operational Plan to support the delivery of high quality and effective services. This aspect concerns the availability and content of written policies; recruitment plans, and training and monitoring of employee performance; policies regarding equipment and operations; workforce management, operations supervision, training program; safety programs. This aspect also concerns the complaint resolution process and the ability to generate required reports.

- Demonstrated functionality of all major aspects of administration, customer service, operations, communications, MIS integration, vehicle storage.

(3) Customer Service, Innovation, and Adaptability

The PVTa will evaluate each Proposer's Technical Proposal, and other indications of the Proposer's ability to provide outstanding customer service. Proposals shall contain sufficient information to enable the PVTa Selection Committee to evaluate:

A. Customer Service Experience

- Demonstrated experience providing high-quality customer service to people with disabilities.
- Routinely reviews the industry's best practices and provides the Authority with a quarterly update on how these practices will be incorporated into training plans, reservationist scripts, etc.

B. Customer Service Plans and Procedures

- Contractor/Customer interface.
- Utilization of PVTa technology to enhance customer communications.
- Customer complaint intake, investigation, and resolution procedures.
- Plan for reasonable accommodations to meet customer needs, including but not limited to a person's disability or persons with Limited English Proficiency and including communication in the required accessible formats (Large Print, Braille, Audio, etc.)
- PVTa/Contractor interface.
- Lost and Found services plan.

C. Innovation

- Demonstrated experience providing an innovative approach to service delivery.
- Innovative approach and use of technology for delivering cost effective transportation.

(4) Organization and Structure

The PVTa will evaluate each Proposer's proposed System Management Plan and organizational structure to provide all outlined services in an effective and efficient manner. Proposals shall contain sufficient information to enable the PVTa Selection Committee to evaluate:

A. Effectiveness of Organization and System Management Plan

- Allocation of responsibility among key senior staff.
- Decision-making of on-site staff (delegation of authority at all hours of operation)
- Accountability.
- Relationship between customer service, management, reservation, scheduling, dispatching, safety.
- Coordination of maintenance and operations functions.
- The ability of the Proposer to employ supplemental resources to enable delivering cost efficient and effective services (i.e. computer, communications equipment, engineering, planning, data analysis, including

the ability to operate in a test database environment, project management, background checks, incident investigation).

B. Labor Relations and Staffing Plan

- Effectiveness of Staffing Plan, including but not limited to achieving and maintaining driver workforce.
- Labor structure of workforce.
- Specific efforts made to retain drivers and reduce employee turnover
- Workforce training.
- Demonstration of ability to provide effective employee and labor relations, including: (1) plan for complying with the labor provisions detailed in the Sample Contract, Scope of Services and Exhibits, including requirements relating to the existing employees; (2) history of positive working relationships and harmony with employees; and (3) history of adherence to applicable labor laws.
- The Contractor must meet with staff (drivers, reservationists, scheduling, management) once every two months.
- The Contractor must conduct employee satisfaction surveys annually and share those results with PVTa

C. Transition Plan

- An action plan to achieve the start date. The action plan should include personnel recruitment and training as well as a graph/chart showing the phases or timeline of implementation of work.
- An overall organizational chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations as proposed. The organizational chart shall start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each type of employee, job title, and wage. This chart shall identify the minimum staffing requirements (i.e. operators, dispatchers, road supervisors, administrative employees, etc.) by part-time and full-time status for the service proposed.
- Specific information as to what each Supervisor's job duties will entail, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the contract during the start-up tasks. Resumes for each of these key personnel shall be provided after the contract has been awarded. The PVTa reserves the right to interview and/or approve each person being submitted for the key positions.
- The identities of other employees (i.e. individuals, functions/responsibilities, and start dates) that are exclusively start-up only and not permanent ongoing staffing. Each of the key management positions as necessary and a description of the duties. The PVTa expects that each key management position will have prior public transportation industry experience. As stated in other areas of this RFP, PVTa reserves the right to require Proposers to remove any individuals from PVTa property and/or employment or work on PVTa services.

(5) Cost/Price

Pricing offers will only be evaluated for those Proposers whose technical offers have been determined to be technically acceptable. Any offer that is materially unbalanced may be rejected. An unbalanced offer is one that is based on prices that are significantly overstated for some items and understated for other items. Each Proposer's cost will be evaluated for reasonableness, realism, and completeness, which are of equal importance. If, after receipt of the proposals, the Authority determines that adequate price competition does not exist, the Proposer shall provide certified cost or pricing data as requested by the Authority's Contracting Officer.

a. Reasonableness

The Authority will evaluate cost for reasonableness by performing a price analysis if adequate price competition exists and by cost analysis if adequate price competition does not exist to ascertain if fair and reasonable price exists.

b. Realism

The Authority will evaluate the compatibility of Proposer's proposed costs and labor skills with the Proposer's technical proposal.

c. Completeness

The Authority will evaluate completeness of the Proposer's cost data for all RFP requirements

(6) Safety and Training

The PVRTA will evaluate the Proposer's Safety and Training Programs.

A. CPR/First Aid

B. Passenger Assistance, including Chemical Sensitivity

C. Defensive Driving

D. MIS proficiency certification

E. Ability to use all equipment onboard vehicles

F. Communications proficiency (oral, written, telephone, radio)

4.4 Evaluation Rating Scheme Defined

The adjectival rating depicts how well the Proposer's proposal meets the evaluation standards and solicitation requirements stipulated in the specifications. The rating incorporates proposal risks which are risks identified with a Proposer's proposed approach as it relates to accomplishing the requirements of the RFP, and performance risks which assess the probability of the Proposer successfully accomplishing the proposed effort based on the Proposer's demonstrated past and present performance. Note: It is expected that more than an Advantageous rating will be required to receive a winning technical score.

Highly Advantageous:

Exceeds specified performance or capability in a beneficial way to the Authority and has no significant weaknesses. Excellent conformance with stated requirements. Minimal potential to cause ANY disruption of schedule, increase in cost or degradation of performance. Normal contractor effort and less than anticipated Authority monitoring will likely be able to

overcome difficulties. Hardly any doubt exists, based on the Proposer's performance record, that the Proposer can perform the proposed effort.

Advantageous:

Meets evaluation standards and any weaknesses are readily corrected. Good conformance with stated requirements. Limited disruption of schedule, increase in cost or degradation of performance could be expected. Normal contractor effort and normal Authority monitoring will probably be able to overcome difficulties. Little to average doubt exists, based on the Proposer's performance record, that the Proposer can perform the proposed effort.

Not Advantageous:

Fails to meet some evaluation standards or offers limited benefits. Poor conformance with stated requirements. Likely to cause disruption of schedule, increase in cost or degradation of performance and will need special contractor emphasis and close Authority monitoring. Significant doubt exists, based on the Proposer's performance record, that the Proposer can perform the proposed effort.

Unacceptable:

Fails to meet the minimum requirements of the RFP and the deficiency is uncorrectable without a major revision of the proposal (non-responsive).

Note: Price proposals will remain sealed until completion of the evaluation of the non-price proposals. After the qualitative evaluation is complete, the Procurement Officer will open and review the price proposals. Price will be evaluated and compared to determine which proposal offers the best overall value to the Authority.

The lowest price will not necessarily be selected. The contract will be awarded to the responsible and responsive offeror submitting the **most advantageous proposal**, taking into consideration both the qualitative ratings of the evaluation criteria and the price.

Price and non-price factors are of relatively equal importance with price neither being the most or least important factor. Offerors are advised that a higher-priced proposal may be selected if it is determined to be significantly more advantageous based on the evaluation criteria stated in this Request for Proposals.

SECTION 5. SCOPE OF WORK

This section is designed to provide the Proposer with details of the Scope of Work required and is not intended to represent all legal requirements of the Contract.

Proposers submitting a response to this RFP must be able to perform all duties contained within this Scope of Work, as attested by the Affidavit of Compliance with Specifications (**Exhibit B**).

5.1 Overview of Services Sought

The PVRTA is seeking to enter into an agreement with an entity or entities to provide professional management and operation services for PVRTA's paratransit/demand response system with incorporation of micro-transit and some fixed-route service. The management entity(ies) selected (the "Contractor") will manage the services provided to the PVRTA member communities.

The Authority will select a Contractor to operate and manage the services in the area specified in a manner acceptable to the Authority and in strict compliance with this Scope of Work, and with the requirements set forth herein. The Authority provides door-to-door paratransit service for persons with a disability who are unable to use the fixed-route system. This contract will be awarded to operator or operators, who will have the responsibilities for management, call center operation, facility maintenance and operational functions. The Contractor will operate lift/ramp equipped vehicles for the delivery of ADA Complementary Paratransit Service, Senior Service (demand response Dial-A-Ride). Additionally, the Contractor may be expected to assist with the implementation of various pilot projects, including micro-transit projects and limited fixed-route service at the direction of the Authority.

As set out more fully in Scope of Services sections of this RFP, the Contractor's responsibilities will include the hiring and training of adequate personnel for the operation of Authority provided vehicles, and dispatching of those vehicles, based upon passenger scheduling and dispatching performed by the Contractor and upon manifests generated by the Contractor. The Contractor will also be responsible for assisting the Authority in the development and maintenance of policy direction and standards for the day-to-day administration of services provided for under this scope of work.

The Contractor selected to provide this service must be able to demonstrate its ability to provide high level of performance of all tasks related to the operation of these services. The Contractor must ensure that safe, reliable, and courteous service is provided. The Contractor must demonstrate that they can meet the service standards throughout the term of the contract and must also demonstrate their ability to comply with the documentation and reporting requirements listed herein.

5.2 Scope of Services

5.2.1 General Information

The PVRTA will select a Contractor(s) to provide transportation services for the provision of ADA complementary paratransit, senior (Dial-A-Ride), fixed-route pilots,

and micro-transit services. The PVTA provides door-to-door paratransit service for people with physical, cognitive and developmental disabilities. Currently PVTA contracts with one contractor for the provision of paratransit services within the transit Authority. It is anticipated that PVTA will award to a single contractor but PVTA reserves the right to structure its service with multiple contractors if in its best interest.

The Contractor(s) selected to provide this service must be able to demonstrate its ability to provide high performance of all tasks related to the operation of these services. The Contractor must ensure safe, reliable, and courteous service is provided. The Contractor must demonstrate that they can meet the service standards throughout the term of the contract and must also demonstrate their ability to comply with the documentation and reporting requirements listed herein.

5.2.2 General Responsibilities of PVTA

The PVTA will establish policies and procedures for the provision of this service. The PVTA will have management oversight of this contract and provide a fleet of vehicles and other items to meet the needs of the program. During the term of this agreement, PVTA will provide the following:

- Paratransit vehicles
- Fuel, oil, lubricants and tires for paratransit vehicles
- Maintenance of vehicles
- Telephone numbers, and telephone system
- AVL/MDT & Radio system
- Scheduling software
- Computer software and hardware and 24/7 support

All equipment and supplies furnished by PVTA to the Contractor are to be used solely for the provision of PVTA's services.

5.2.3 General Responsibilities of the Contractor

The Contractor shall coordinate, manage, provide for, and control all activities needed to operate the requested services and shall provide project management. The Contractor shall provide services as described in this RFP in a safe, efficient, and economical manner. The Contractor will serve as a provider of ADA Paratransit, Dial-A-Ride, Fixed-Route, and Micro-Transit services, which includes but is not limited to call taking, scheduling, dispatching, adherence to fare collection policy, information technology administration, service operation, vehicle storage, hiring and training of all employees, statistical reporting, project management as well as other related tasks. The PVTA expects the contractor to proactively identify issues and drive innovation for PVTA's services.

Customer service, on-time performance and safety are critical to the successful operations of this program. The Contractor must provide all personnel required to provide the services and is expected to provide staff with the necessary qualifications to supervise and train employees, administer policies and procedures, and be responsive to the unexpected situations that can arise. The Contractor shall take all steps necessary to ensure the safety and reasonable

comfort and convenience of the public utilizing the services. The Contractor shall provide for full and competent technical services to handle and correct any and all problems that arise associated with the operation of the services provided under this RFP.

Unless otherwise directed by the Authority, the Contractor will be responsible for providing the following services and resources, as described herein and as such, which may be modified by the Authority from time to time:

- Provide overall management of the ADA Paratransit Service and Dial-A-Ride (Senior Service) and operations concerned therewith
- Work with Authority provided software systems
- Provide qualified personnel having transit management, paratransit operation, safety/security training and experience necessary to successfully perform this contract in accordance with all requirements
- Coordinate with PVRTA's contracted maintenance provider (SATCo/VATCo) for the purpose of fleet management
- Maximize the availability and quality of ADA Paratransit Service and Dial-A-Ride (Senior Service)
- Demonstrate a professional sensitivity in serving people with disabilities in every phase of operations
- Implement and promote policies that advance the Authority's mission
- Efficiently utilize financial and other resources allocated to the contracted service
- Provide personnel management, including hiring and training of staff, administering policies and procedures
- Provide door-to-door transportation for passengers in accordance with all Authority requirements
- Receive calls and reservations from passengers
- Verify the eligibility of all passengers
- Verify that the trips are within the Authority's service area
 - At times the Contractor may be asked to provide service to areas outside the Authority's service area. The Authority will work directly with the Contractor to clearly identify added areas of service if needed
- Schedule trips for the most effective combination of passenger needs, vehicle availability, and efficiency
- Handle all emergencies and incidents including customers, vehicles, and others
- Utilize the operations and maintenance facility in accordance with all policies and requirements
- Work with the Authority to schedule all facility PM visits

- Review and analyze scheduled and actual productivity to recommend changes such as the Adept software parameter, schedules, and so forth to improve productivity
- Respond promptly and precisely to the Authority's staff request for information and reports
- Gather, maintain, and provide vehicle manifests, reports, daily cash fare reconciliation, documentation and data in accordance with all requirements
- On a monthly basis, provide to the Authority, a reconciliation of cash fares, tickets collected and ridership, as documented in trip manifests
- Provide Fixed-Route shuttle service and Micro-Transit service as needed by the Authority and in accordance with the Authority's requirements
- Provide all operating, financial and performance reports in a timely manner to allow the Authority to review their content or incorporate the data into reports and plans as appropriate for timely delivery to the final user. Operating reports include compiling performance statistics. The Contractor, monthly, shall report the total number of employees in each position
- All invoices and monthly reports will be due on or before the tenth (10th) calendar day of the succeeding month
- Provide, at least annually, a detailed breakdown of the actual costs of service, including but not limited to, costs of all employee benefits actually paid during the previous year, the actual cost of salaries, taxes paid, cost of office supplies, and the actual cost of all other items identified in budget projections
- The Contractor shall submit itemized staffing level reports, including at minimum, job function, job title, and whether staff are full-time or part-time for all staff assigned to the Contractor, as required by the Authority
- Maintain written and verbal communication with the Authority to the satisfaction of the Authority's Director of Transit Operations and/or Administrator
- Attend regularly scheduled and special meetings with the Authority staff at the request of Authority management
- Ensure representation at all levels of the organization (management, front line office staff and drivers) on PVRTA's safety committee. Contractor will ensure active participation in all aspects of PVRTA's Agency Safety Plan (ASP)
- Ensure all employees have the opportunity to participate in all safety reporting programs and safety communication programs implemented by PVRTA and/or PVRTA's Safety Committee. To support PVRTA's safety culture

- Ensure that all the Contractor's staff undergo sensitivity training, customer service training, fraud prevention training, cybersecurity training and any other required training
- Keep an updated EEO Policy and provide updates to the Authority as requested
- Participate in the development and updates to the Authority's Public Transit Agency Safety Plan (PTASP) and Transit Asset Management Plan (TAM)
- Participate in the Authority's Triennial Review and prepare information requested by Authority management in a timely manner
- The Contractor shall develop a contingency plan, in their proposal, to address continuance of service in the event of an Operator work stoppage
- Upon award of contract, the Contractor shall submit a Staffing Plan, along with a copy of the Contractor's employee handbook (or equivalent), to the Authority for review and approval. The Staffing Plan shall describe the Contractor's approach, including ratios of staff in relations to demand forecasts as appropriate and specific to measures including but not limited to trips, hours, vehicles, or runs. The Staffing Plan must also describe the Contractor's approach to minimizing turnover, handling work slowdown or stoppage situations, and include the benefit plans available and which staff types (e.g., full-time vs. part-time). This description must indicate the employer's contribution to benefits and the employee's contribution to benefits. This plan shall include information on Collective Bargaining Agreements, labor, or other personnel negotiations
- Undertaking surveys including an annual employee satisfaction survey
- Comply with claims procedures established by PVRTA
- Providing all ancillary and supporting services necessary or appropriate in providing the paratransit services
- The Contractor shall adhere to all PVRTA information technology (IT) policies and procedures, comply with applicable federal and state cybersecurity standards, and immediately report to PVRTA any suspected or confirmed IT or data security incident to ensure the safe, secure, and reliable operation of all systems and data.

5.2.4 Pilot Fixed-Route Shuttle Service

The PVRTA will request cooperation from the Contractor for the provision of piloting new fixed-route service. The current paratransit provider operates two pilot routes (see **Section 5.6.3**) utilizing demand-response vans. The Contractor awarded under this RFP will be responsible for these two routes and any additional fixed-route pilots implemented by PVRTA. As a fixed-route, vehicles providing this service must be clearly marked with the route number and drivers shall be responsible for fare collection as

required, announcing the route number/direction to boarding passengers, and announcing all mandatory route stops.

Drivers will be required to operate the ramp/lift and assist in securing wheelchairs and motorized scooters. Drivers must ensure that all passengers, in motorized scooters or wheelchairs, are secured by seat belts and wheelchair restraining systems. Drivers must fill out a pre-run and post-run vehicle inspection as outlined in the Contractor's policies and procedures and PVRTA's requirements.

5.2.5 Micro-Transit

The PVRTA intends during the term of the contract to pilot test Micro-transit services, serving the Pioneer Valley Region. At the time of writing the launch date is yet to be determined. Micro-transit is defined as an Information Technology (IT) enabled multi-passenger shared ride transportation service that serves passengers using dynamically generated routes and flexible scheduling. Rides are booked and paid for in real-time through an app or telephone call and as such vehicles cannot be flagged down on a street nor are fares of any type taken by the driver. In some cases (excluding the mobility disadvantaged) micro-transit services do not offer door-to-door service and passengers will have to make their way to and from common [virtual] pick-up or drop-off points.

The PVRTA will operate a unified technology platform using the same software for paratransit and micro-transit to improve network-wide efficiency and maximizing resources. The software program and tablets (driver equipment) are provided, maintained, and updated by PVRTA's IT Department. The PVRTA intends to use its current passenger fleet of converted vans to provide micro-transit service as a shared fleet with the vehicles flexing between paratransit/dial-a-ride and micro-transit based on demand. It is PVRTA's intent to comingle the service with passengers from both paratransit/dial-a-ride and micro-transit services onboard a vehicle at the same time.

Micro-transit service shall be operated in strict accordance with the established operating days and hours or any revisions thereto. The actual number of trips and hours may vary over the term of the Contract. The actual service may increase or decrease over the term of the Contract, depending on the demand for service and/or PVRTA's budget.

The micro-transit online/app reservation system shall be available to request trips during PVRTA's service hours and days of operation. The PVRTA expects most requests for micro-transit trips will be made through the app or virtually. For passengers who choose to request trips by telephone, such call-in reservations must be made during normal business hours. These hours are subject to modification based on changes in service hours or days.

The micro-transit program provides an automated reservation, scheduling, and dispatching program for the provision of micro-transit service. The software will be capable of scheduling all requested trips per day and integrating the requests for service

into efficient vehicle routes that maximize productivity, promote flexibility in the deployment of vehicles throughout the day, minimize the costs, and ensure quality service.

For call-in reservation requests the Contractor shall be required to capture such requests in the software system. The software system will schedule passenger trips and deploy vehicles to provide service to meet service demand in the most efficient and cost-effective manner while meeting ADA requirements.

The PVRTA intends to structure the micro-transit service on a per-trip basis, regardless of the distance or the time it takes to complete the trip.

Drivers when operating micro-transit services are to follow the turn-by-turn directions given by the software app, even when there is a shorter or quicker route known to the driver. Following the turn-by-turn directions of the app, optimizes efficiency in the picking-up and dropping-off of passengers along a route and maximizes service productivity. The Contractor must ensure that all drivers follow directions given by the app and any disregard of this requirement is corrected immediately.

Drivers will need to record on the manifest all critical times and mileage necessary to document:

- Number of Trips
- Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding lunch and breaks
- Service Operation – Sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign off

Drivers will be required to operate the ramp/lift and assist in securing wheelchairs and motorized scooters. Drivers must ensure that all passengers, in motorized scooters or wheelchairs, are secured by seat belts and wheelchair restraining systems. Drivers must fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor's policies and procedures and PVRTA's requirements.

A strong Supervisory component is required for the micro-transit program. This must include ensuring that ADA requirements are being met in the micro-transit service delivery.

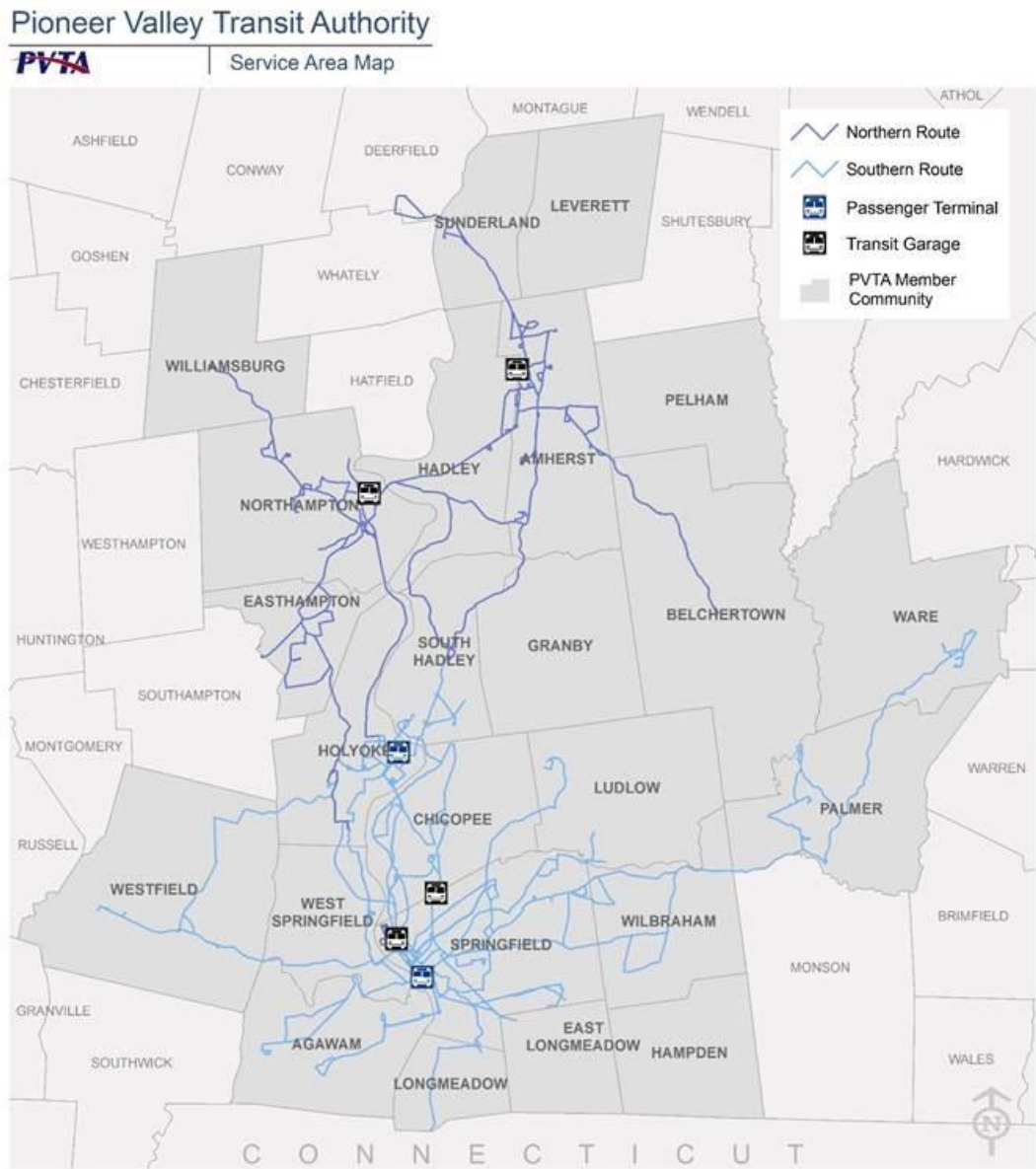
5.3 Service Area

For the purpose of this Request for Proposals, PVRTA encompasses the twenty-four (24) PVRTA member communities located in Hampden and Hampshire County.

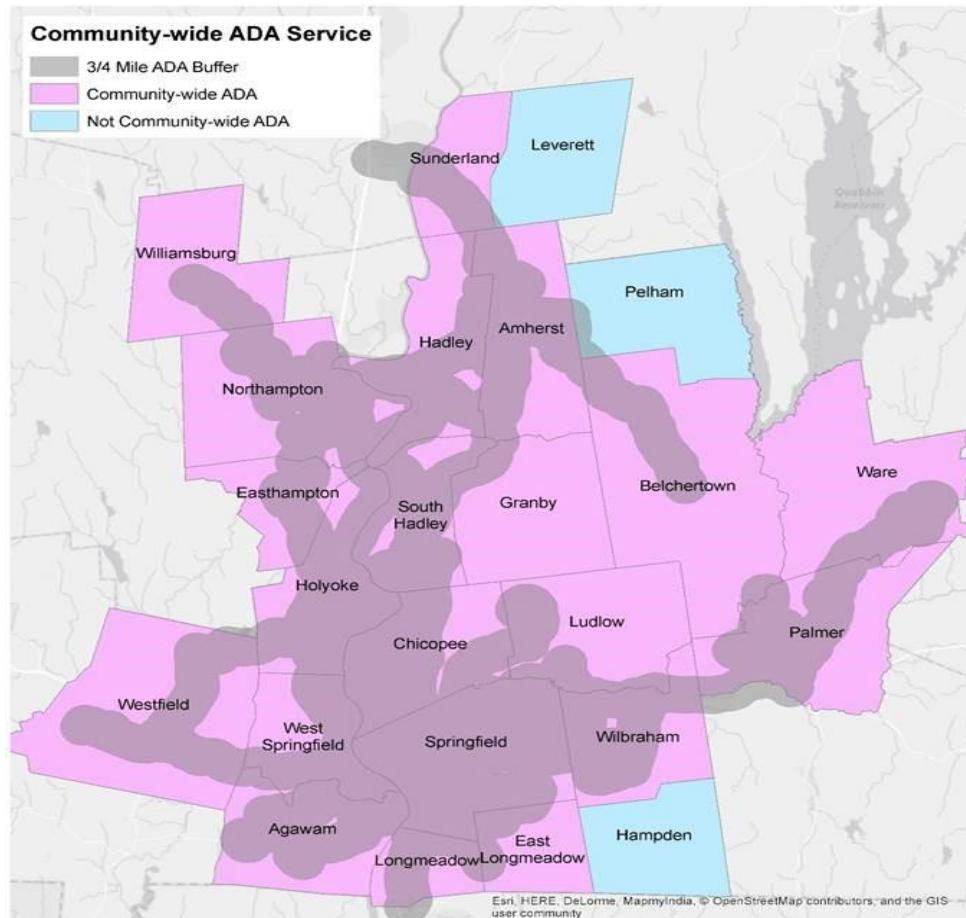
The service area will encompass trips originating in the following communities: Agawam, Amherst, Belchertown, Chicopee, Easthampton, East Longmeadow, Granby, Hadley, Hampden, Holyoke, Leverett, Longmeadow, Ludlow, Northampton, Palmer, Pelham, South Hadley, Springfield, Sunderland, Ware, West Springfield, Westfield, Wilbraham and Williamsburg. Trip destinations are provided throughout the Pioneer Valley Transit Authority,

as well as portions of the Town of South Deerfield, Town of Southampton, Town of Monson, Town of Hatfield, Town of Whately, and Enfield, CT (see **Figure 1**). Service to other communities may be added over the term of the contract as the result of added fixed-route service or the addition of micro-transit or other services.

Figure 1: Service Area/PVTA’s Map of Fixed-Routes and PVTA Communities with ADA Service



PVTA Communities with ADA Service



***Pelham and Leverett now have Community-wide ADA**

5.4 Service Delivery

The primary intent of this contract is to serve the travel demands of those persons who have been certified as eligible for the ADA-mandated complementary paratransit service. Such persons will have one or more disabilities which impair their ability to access or utilize the fixed-route transit system. Based on FY19 operations, the Authority's peak vehicle requirement for weekdays is approximately one hundred and eleven (111), and thirty-two (32) on Saturday, and twenty-seven (27) on Sunday. Recent years have seen lower service levels as the Demand Response ridership continues to recover from the Covid Pandemic. Peak vehicle requirements for the most recent year were Weekdays, seventy-seven (77); Saturday twenty-eight (28); and Sunday sixteen (16).

5.5 Agency Trips

Any agency reserving a van for a group trip that would fill the vehicle in any combination of wheelchair and/or ambulatory passengers will be considered an agency trip in accordance with ADA guidelines. All requests to the Contractor for this type of trip must be directed to PVRTA for approval.

5.6 Service Hours and Days

ADA paratransit services must be operated during the same hours and days as PVRTA's fixed-route service. There is no service operated on the following holidays: Thanksgiving Day and Christmas Day. The PVRTA reserves the right to modify service days/hours which may include, but are not limited to, extending, deleting, or adding transit routes, or parts of routes as well as service hours and days.

Sunday service is operated on New Year's, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day and Veteran's Day.

Note: Although service may be limited or not operating on certain holidays, riders must have the ability to request a next day trip on all holidays because service is operating the next day. Depending on the call volume, this can be done via call-reservation in the office or via voicemail if trips are scheduled and call-backs are made for the next day's reservations.

5.6.1 ADA Complementary Paratransit Service Hours

ADA paratransit service must be operated during the same days and hours as PVRTA's fixed-route service. In dispatching trips, the underlying service schedule must be consulted regarding specific hours of service for individual locations. Hours and operation may change in response to changes in PVRTA bus schedules. ADA paratransit service under this contract will correspond with PVRTA's fixed-route service hours by community. The PVRTA reserves the right to adjust its transit services at any time. The table in **Exhibit K** depicts service hours by community and day.

5.6.2 Senior Service Hours (Dial-A-Ride)

Dial-A-Ride service (Senior Service) must be operated from 8:00 AM EST to 9:00 PM EST Monday through Saturday. Dial-A-Ride service ends earlier than 9:00 PM EST in communities where fixed-route service ends earlier than 9:00 PM EST. These times are subject to change at the discretion of PVRTA administration and as system capacity permits. Current hours by community are available in **Exhibit K**.

5.6.3 Pilot Fixed-Route Shuttle Service Hours

The Contractor shall provide Fixed -Route service for the following routes:

- **39** – this route provides Monday through Friday service between Hampshire College in Hadley and Smith College in Northampton, as well as service between the two colleges and the Hampshire Mall on Friday, Saturday, and Sunday nights. Full route schedule and details are available in **Exhibit L**.
- **PG** – this route provides Monday through Friday service between Pelham Center and Greenfield. Full route schedule and details are available in **Exhibit L**.

Please be advised that additional routes may be added at the discretion of the Authority. The Proposer shall indicate the ability to provide service on additional routes if necessary.

5.6.4 Micro-Transit Service Hours

Micro-transit service shall be operated in strict accordance with the established operating days and hours or any revisions thereto. The actual number of trips and hours may vary over the term of the Contract. The actual service may increase or decrease over the term of the Contract, depending on the demand for service and/or PVRTA's budget.

Micro-transit online/app reservation system is available to request trips during PVRTA's service hours and days of operation. The PVRTA expects most requests for Micro-transit trips will be made through the app or virtually. For passengers who choose to request trips by telephone, such call-in reservations must be made during normal business hours. These hours are subject to modification based on changes in service hours or days.

The Micro-transit program provides an automated reservation, scheduling, and dispatching program for the provision of Micro-transit service. The software will be capable of scheduling all requested trips per day and integrating the requests for service into efficient vehicle routes that maximize productivity, promote flexibility in the deployment of vehicles throughout the day, minimize the costs, and ensure quality service.

For call-in reservation requests the Contractor shall be required to capture such requests in the software system. The software system will schedule passenger trips and deploy vehicles to provide service to meet service demand in the most efficient and cost-effective manner while meeting ADA requirements.

5.7 Vehicles

The PVRTA will supply accessible vehicles to adequately serve the number of trips anticipated for all required services. The Contractor is required to maximize the use of vehicles provided to operate the services efficiently and must enter into a motor vehicle lease agreement with the execution of the contract. Current vehicle inventory and a sample lease agreement is available in **Exhibit P**.

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

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

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

All vehicles shall be cleaned daily and washed at least weekly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detract from the overall appearance of the vehicle. Additional cleaning protocols may be required as needed to reflect the actual operating environment and to protect the health and safety of both operators and passengers. The Contractor is responsible for maintaining a wash log of all vehicles. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges. Furthermore, all vehicles must pass a legal State inspection and shall comply with the applicable Federal Motor Vehicle Safety and Emissions Standards. The Contractor must provide a plan describing how this requirement will be met.

The PVRTA will furnish all maintenance and repairs through the entire period of the contract for PVRTA owned vehicles. The PVRTA will supply the necessary fuel, oil and lubricants for the proper operation of PVRTA owned vehicles.

The Contractor is fully responsible for coordinating with PVRTA's maintenance contractors (currently SATCo/VATCo) to ensure PVRTA vehicles are maintained in accordance with PVRTA and FTA requirements.

The Contractor must comply with regulations prohibiting smoking on public transit vehicles, and the Contractor must ensure that no open food or beverages are permitted on board vehicles.

Each vehicle is equipped with an Automatic Vehicle Locator (AVL), full Mobile Data Computer (MDC) capabilities, and a two-way radio or other comparable communications device, tuned to a base where all transmissions are recorded. The Contractor and the Authority will have all necessary equipment and services to allow "Real Time Access" to these systems for monitoring purposes. In addition, the Contractor shall ensure that drivers of Authority vehicles complete a pre-operational "circle check" for each shift on each day they are used and record their findings. The Contractor must establish a policy and monitoring procedure to ensure PVRTA's vehicle equipment is not tampered with or vandalized in any way. The Contractor will be responsible for any and all damage that is not typical wear and tear.

The Contractor will be responsible for any cost associated with unreported vehicle damage. Reporting vehicle damage must be verified in writing based on email correspondence or documented report to PVRTA's maintenance contractor, PVRTA's Director of Transit Operations, or designee, and PVRTA's Claims Officer.

5.7.1 Fleet/Vehicle Cleaning Standards

The Contractor is responsible for ensuring that vehicles are cleaned regularly and have exteriors which are free from grime, cracks, breaks, dents and damaged paint which noticeably detract from the overall appearance of the vehicle. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges.

The Contractor shall be responsible for daily (minimum) interior vehicle cleaning, which at a minimum, will consist of the following:

- cleaning the inside of all windows
- dusting seats, dashboard, etc.
- sweeping and vacuuming all floors to remove dirt and debris with washing of floors if necessary
- removing trash; and ensuring schedule and information postings are up to date

The Contractor shall be responsible for weekly (minimum) vehicle cleaning, which at a minimum, will consist of the following:

- Washing of vehicle exteriors, however, vehicles will be washed as soon as practicable during or following every rain day, to maintain the Authority's standards for vehicle appearance.
 - Exterior washing will include cleaning of vehicle wheels and hubs.
- Mopping of all floors

Note: An automatic washing machine system is available at the Springfield Paratransit Operations and Maintenance Facility located at 2840 Main Street.

The Contractor shall be responsible for, at least once per month, a complete cleaning of the vehicle interior. This will include, at a minimum:

- Washing of the vehicle ceilings, side walls, windows
- Cleaning of the vehicle seats
- Mopping of the vehicle floor
- Cleaning of vehicle wheels and hubs to bring to as-new condition
- Cleaning of wheelchair securement devices

The Contractor shall be responsible for all vehicles to undergo insect extermination as necessary to eliminate the presence of insects. The extermination process will be applied while vehicles are out of service. Vehicles will not be placed in revenue service while noxious fumes or detectable odors remain in the vehicle.

5.8 PVTA Provided Facility

The Contractor will make use of an Operations and Maintenance facility provided by PVTA. The current facility is located at 2840 Main Street, Springfield, MA 01107. This facility will be utilized for the provision of services and the storage of vehicles. The facility is capable of housing administrative and operations office space, indoor vehicle storage and vehicle maintenance. In addition, the facility provides space to house PVTA's owned dispatch console, computer software and hardware equipment to be used for the provision of services. The Contractor will be responsible for all paper products and supplies, some office equipment,

facsimile and copy machines. The PVTa provides an automated telephone system including dedicated voice, at least one TTY line and fax line that serve reservation and operational needs.

All furnishings, all non-computer equipment and all supplies in connection with the facility(ies) are the responsibility of the Contractor. If any damage occurs to the facility(ies), furnishings or equipment supplied by PVTa, the Contractor must replace the damaged item(s) with comparable or better level of facilities or equipment.

In addition, PVTa provides a satellite ADA operations facility for the provision of services and the storage of vehicles within the PVTa's Northampton Operations and Maintenance fixed-route facility located at 54 Industrial Drive, Northampton, MA 01060.

5.9 PVTa Provided Equipment

5.9.1 Vehicle Hardware

Every revenue vehicle is equipped with the following:

- Android color touch screen tablet with navigation assistance for electronic manifest and data messaging between dispatch and van operator
- Kenwood NX-800HK voice/data radio that operates on 450 – 500 MHz public frequency digital land mobile radio for voice communications
- Video Surveillance System
 - TSI Onboard NVR with 8 Ip PoE cameras both interior and exterior with audio
- Cradlepoint for cellular communications in support of data messaging and MDT updates

5.9.2 Computer Hardware

Computers, laptops, monitors, server, storage area network (SAN), printers, and network equipment to support operations

5.9.3 Software

The PVTa provides and supports the following software. The latest versions are tested with the paratransit operations team and new versions are deployed into revenue service during off-peak or non-revenue hours. These upgrades are coordinated with operations. These enterprise systems operate from the PVTa Administration Offices at 2808 Main Street, Springfield MA 01107 and are connected to operations via fiber.

- Adept paratransit scheduling and dispatching software version 6.2 Update 3
- Interactive Voice Response (IVR) Fully integrated with the Adept, the IVR system provides:
 - Night before reminder calls with the ability for the rider to cancel the proposed trip while on the call
 - Arrival notification calls initiated by the vehicle operator to alert the rider that the vehicle will arrive soon
- PC Windows 11
- Windows File and Print server

- Cisco Amp for Endpoints Malware protection
- Crowdstrike
- Bit Defender
- Trackcar GPS

5.9.4 Telephone System

Telephone system to support operations include:

- Phones
- Auto attendant
- PBX
- Software
- Reporting
- Monitoring
- Off-site call taking
- Two (2) cellular phones for emergency failover

5.9.5 Facility Video

Arecont Cameras cover parking areas, doors, and the money counting area. Video is managed on Exacq video surveillance software.

5.9.6 IT Services

The PVTa IT supplies 24/7 support on critical PVTa supplied operations systems; non-critical systems are supported during normal office hours 9:00 AM EST to 4:00 PM EST, Monday through Friday.

5.10 Demand-Response Service Provision

Advance reservation demand-responsive accessible transportation shall be provided to eligible persons within the service area. Eligible riders must be allowed to request trips up to 4:30 PM EST the day before their trip including Saturdays, Sundays and holidays. The PVTa reserves the right to require the contractor to pilot new service options that may include but not be limited to same day reservations. The Contractor will be responsible to operate service pending such a change in service parameters during the term of this contract.

The table below represents total demand-response trips for FY22-FY25. This information is provided to assist the proposer in understanding existing demand-response volume,

Year	ADA	DAR	Micro-Transit/Other	Total
2022	101341	27086		128427
2023	108935	36797		145732
2024	108919	41304	3180	153403
2025	116279	55386	2606	174271

Note: Above figures do not include personal care assistants and companions, which account for approximately 20 percent of all ridership.

Services to be provided include, whenever possible, shared-ride services with multiple passengers.

No service shall be provided to students enrolled in grades K-12 for trips to and from school. Paratransit and Dial-A-Ride is provided from the threshold of the main building entrance of the customer's point of origin to the threshold of the main building entrance of the passenger's destination. The drivers shall exit the vehicle to assist a customer at each pick-up and drop-off location. Drivers are not required to carry any individual or their mobility devices. The Contractor will make special arrangements for notifying a customer upon arrival at the pick-up location if the customer is visually and/or hearing impaired.

The Contractor must comply with Massachusetts Child Car Seat Laws. The Contractor is responsible for notifying the parents or guardians regarding the need for a car seat when they request the trip. The contractor can require the parent or guardian to provide their own car seat. This rule applies for children traveling as companions as well as those who are registered customers.

The Contractor will be responsible for provision of the following services, including call taking, scheduling, dispatching, fare collection, service operation, hiring and training of all employees including, but not limited to, drivers, reservationists, schedulers, dispatchers, etc. The Contractor shall directly provide, at a minimum, 75 percent of all trips served. Subcontractors cannot provide any more than 25 percent of all trips served.

5.10.1 Trip Reservations, Scheduling, and Dispatching

The Contractor will be responsible for receiving, scheduling, confirming all trip requests from all passengers including their companion(s) and/or personal care assistant(s) (PCA) within the service area, as well as other eligible persons who may be visiting from outside the service area. The Contractor shall initiate this function effective July 1, 2026 for service on July 1, 2026.

The Contractor shall provide the necessary reservation personnel to efficiently respond to incoming calls for reservations requests, trip revisions, general information, and complaints or commendations. Reservation personnel must be well versed in ADA law and PVRTA's requirements for the provision of Paratransit service and any other service requested under this RFP.

Reservation personnel will maintain a daily log of all telephone requests received and include information on call-in trip revisions and cancellations.

Reservation personnel shall be required to operate the micro-transit app. Reservation personnel must be able to operate Telecommunications Device for the Deaf (TDD) equipment for communication with hearing impaired patrons. Good customer relation skills are vital for all reservation personnel.

The Contractor must be able to provide next-day transportation, as is required by ADA. The Contractor must make available a mechanism for receiving trip information on

Saturday, Sunday and holidays for next day service. Direct contact with a staff individual or an answering machine system that can accommodate all calls is acceptable.

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

1. Day and date of customer's trip.
2. Time the customer wishes to arrive at their destination, or the pickup time.
3. The exact address of customer origin.
4. The exact address of customer destination, including building name, entrance name, etc., if known.
5. The time customer wishes to be picked up for the return trip.
6. The exact address and place from which customer is returning.
7. Whether customer will be accompanied (at a minimum, a PCA and an additional companion must be served if customer so requests).
8. Whether customer will be accompanied by a Service Animal.
9. Read back the trip information to confirm with the customer, including making them aware of the fare for each trip.
10. Inform the customer that he/she will receive a call the evening before the trip to confirm pick-up times.

The Contractor must call all customers back, no later than 8:30 PM EST the evening prior to the trip date to confirm the schedule details. The IVR system shall be utilized for call-backs.

The Contractor will provide the following types of trip request options:

5.10.1.1 Advance Notice Trip Requests

Accepted by phone seven (7) days a week between the hours of 8:00 AM EST and 4:30 PM EST and one (1) to seven (7) calendar days in advance of the customer's trip. The Contractor will be required to implement a reservation option for eligible passengers to utilize the Web/IVR system when that becomes available.

Note: Contractor shall begin to accept advance notice trip requests as of July 1, 2026.

5.10.1.2 Subscription Service

This will be provided to customers who travel to and from the same destination (one) 1 or more times per week with the same requested pick-up and return times.

Note: The Authority requires that customers with existing commitments for subscription service be served. The Contractor can utilize the one (1) hour scheduling window for subscription service and riders must be informed of their pick-up times every day. The PVRTA reserves the right

to cap subscription service if the process negatively impacts service capacity.

5.10.1.3 Same-Day Trip Request

Demand response requests can be accepted by the Contractor on the date the customer wishes to travel (starting with the close of reservations at 4:30 PM EST the prior day). Every effort shall be made to accommodate these requests using the authorized protocols as outlined in the Adept certification/training program as to not violate service parameters.

The Contractor may receive changes to confirmed trips at the request of the customer (e.g., time change, destination change, etc.). Every attempt will be made to accommodate these changes as the schedule permits by utilizing any slots made available in the schedule that were created from cancellations, etc.

If a customer cancels a trip less than one (1) hour before the scheduled pick-up, the Contractor will record and document the customer as a no-show late cancel. The Contractor will also record and document the customer as a no-show when a trip has been scheduled, a confirmation has been given by the Contractor, and the customer fails to show up for the scheduled ride. Before a customer is determined to be a no-show, the dispatcher must confirm the location of the PVRTA vehicle using the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) device, which has been installed in all vehicles used for PVRTA service.

For paratransit, dial-a-ride, and micro-transit services, the driver will wait five minutes in the event that a customer is late before continuing to the next scheduled pick-up after receiving permission from dispatch. Dispatch will make a reasonable effort to contact the customer before allowing the driver to continue on the route (the 5-minute waiting period does not begin until the beginning of the scheduled 20-minute pick-up window). Once the dispatcher has confirmed, by using the AVL and MDC, that the driver is at the correct pick-up location, and has waited the appropriate amount of time for the customer, and has attempted to locate the customer, the dispatcher may then consider the customer a no-show. The contractor shall record all such events utilizing the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) of the vehicle location and enter all information pertinent to the trip in the trip log.

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

The PVRTA paratransit program is door-to-door upon request, thus, the Driver shall exit the vehicle and shall aid with boarding or de-boarding of customers.

Drivers shall not allow animals (pets) on board PVRTA vehicles unless they are in an approved carrier, with the exception of Service Animals.

Currently, all dispatching is provided from a centralized dispatch location, utilizing the Paratransit Software system, Automatic Vehicle Locator (AVL), and Mobile Data Computer (MDC) while being able to maintain radio contact with all vehicles at all times.

All dispatchers shall obtain training utilizing the Paratransit Software system, Automatic Vehicle Locator (AVL), and Mobile Data Computer (MDC).

The Contractor shall provide an accurate estimated time of arrival (ETA) when a customer calls regarding late pickups using the AVL vehicle locator or any other means.

The Contractor shall not schedule trips to begin more than one (1) hour before or after the customer's requested pick-up time.

Note: the customer's appointment time is not considered the pick-up time.

The Contractor shall abide by the following policies:

1. Customers are allowed to have one companion or guest, with an additional companion allowed on a space available basis (a PCA is neither a guest nor companion and cannot be restricted from traveling with the customer).
Note: PCAs ride free of charge; Companions pay the same fare as the eligible rider. PCAs and companions must have the same pick-up and drop-off location as the customer.
2. Passengers are allowed to bring along as many packages as he/she can carry and contain within his or her personal space. Packages should not take up additional seats or be left on the floor of the vehicle as a safety hazard. Drivers will assist passengers with packages that do not exceed twenty-five (25) pounds upon request.
3. Wheelchair securement 4-point tie down is required. The lap/shoulder belt is optional for passengers using mobility devices. Drivers must offer the lap/shoulder belt to all passengers who use mobility devices. Passengers will not be allowed to stand while the vehicle is in motion.
4. Smoking is not allowed on board the vehicles.
5. Animals are not allowed on board, except for Service Animals, or pets in approved carriers, as noted in the Adept Customer profile.
6. Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes.
7. Drivers must not accept tipping or other gratuities.

5.10.2 In-Vehicle Time

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

Vehicles are to arrive within the 20-minute pick-up window under normal operating conditions. Notification must be given by the Contractor to the customer in the event of delays over 30 minutes for returns and 15 minutes for appointment-based trips.

No passenger is to be kept on board a vehicle for longer than a comparable trip using fixed-route, including transfers.

Note: In compliance with ADA guidelines, the Contractor shall respond to PVRTA a quality control analysis and strive to reduce paratransit trips that are longer than comparable fixed-route trips. The PVRTA reserves the right to make changes to this standard.

5.10.3 Passenger Eligibility

The Contractor agrees to only transport those individuals for paratransit/dial-a-ride who have been approved as eligible and registered by the Authority except for personal care assistants or companions who are scheduled at the time of the trip request. The Contractor shall follow all eligibility standards including conditional eligibility. Any individual sixty (60) years of age or older is automatically eligible for PVRTA's Senior Service (Dial-A-Ride).

5.10.4 Trip Denials and Missed Trips

The ADA prohibits trip denials. The Contractor shall comply with the requirements of the ADA and shall notify PVRTA if capacity concerns arise and shall work with the Authority to effect corrective action.

Should the Contractor be unable to accommodate a rider's request for an ADA eligible trip, the Contractor may negotiate pick-up and return times with the individual, but the Contractor shall not require an ADA eligible person to schedule a trip more than one (1) hour before or after the individual's desired departure time. All trip requests that the Contractor is unable to honor within the one-hour negotiation window must be recorded as a denial and reported to PVRTA monthly. These denials should be broken down by ADA and non-ADA. If only one leg of a round-trip request can be reserved, and the individual declines the trip, it should be recorded as two denials.

Please note the following PVRTA definitions:

5.10.4.1 Pick-Up

A passenger will be picked-up based on the hours of fixed-route service in that community. The drop-off time will be scheduled as soon as is reasonably possible within the comparable fixed-route service times.

5.10.4.2 First Trip

The van is to be available for trips to be scheduled to arrive at the passengers' origin as early as the start time of the appropriate fixed-route.

5.10.4.3 Last Trip

The van is to be available for trips to be scheduled so that the van is headed back to its garage as close to the end time of the fixed-route specified.

5.10.4.4 Denied Trip

Trip denials must be tracked as follows:

FTA Regulations allow the Grantee/Supplier to negotiate pick up times with ADA eligible persons within a one-hour window. If the Grantee/Supplier cannot schedule a ride that is no more than one (1) hour before or after the desired departing time, the trip must be tracked as a denial – even if the rider accepts the time change and service is provided.

If the rider refuses an alternate time that is within the one-hour window, it is not a denial for the purposes of ADA compliance. If only one leg of a round trip can be reserved, and the rider declines the trip, it should be tracked as two (2) denials.

5.10.4.5 Missed Trip

The PVRTA defines a missed trip as a scheduled trip for which the Contractor arrived at the scheduled location outside of the window and the rider did not take the trip. Missed trips also include trips never served due to miscommunication by the Contractor or reservation/scheduling errors. All missed trips, as defined above, must be reported to PVRTA in a monthly report or upon request by PVRTA Administration.

Scheduled service requests that are not performed due to inclement weather or vehicle incidents will not be recorded as a missed trip. The Contractor is expected to document the circumstances that resulted in a trip not being performed as scheduled and provide the information with their monthly reports.

5.11 Emergency Procedures and Documentation

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

5.12 Inclement Weather/State of Emergency

In the event of snow, rain or other weather, or the declaration of a State of Emergency for any reason, which may significantly impact the safe operation of vehicles at normal operating speeds, the Contractor shall advise the Authority as to the condition of local roads within the Service Area. The Contractor is responsible for contacting the Authority by phone; first attempt will be the Director of Transit Operations, then the Safety and Compliance Coordinator. In the event that weather conditions or natural disasters make fulfillment of the terms and conditions of this Contract impossible, PVRTA shall be empowered to temporarily suspend services or temporarily relax the service standards by telephone authorization to the Contractor.

In the event of suspension of services, the Contractor shall contact customers by telephone. The Contractor shall assume responsibility to contact any customers who may be at intermediate destinations (awaiting transport home) and shall provide transport for the return trip or make all reasonable attempts to ensure the safety and security of the customer, if travel is deemed to be unsafe. Performance standards (**Exhibit M**) may be relaxed in the event of snow, rain or other weather which significantly impact the safe operation of vehicles at normal operating speeds.

5.13 Meetings

It is expected the Contractor will attend all appropriate meetings, such as the Paratransit Advisory Committee to PVRTA, the Paratransit Rider's Council (PRC), or any business-related meetings as directed by the Authority. This typically involves one to five meetings per month. The Contractor General Manager or designee shall serve as an ex-officio member of the Paratransit Riders Council.

5.14 Complaint Handling

All customer complaints or compliments will be documented via the feedback database provided by PVRTA. All customer feedback should be directed/forwarded to PVRTA. The PVRTA will input all complaints in the automated system and assign each complaint to the appropriate Contractor for resolution. Complaints will be documented and investigated by the Contractor, including a phone interview, and appropriate action shall be taken promptly. All complaint responses are to be reviewed by the Contractor's staff; the Contractor is responsible for identifying the complaint as valid or not valid with supporting video/documentation. The Contractor shall notify the Authority via the complaint database regarding the disposition of the complaint within six (6) business days of receipt of said complaint. The Authority reserves the right to change the complaint procedures. The Contractor will implement a service recovery protocol to address rider concerns and complaints.

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

5.15 Revenue Collection

The demand-response one-way fare is currently \$3.00, \$3.50, \$4.00 or \$5.00 per person. The fixed-route one way fare is currently \$1.50, \$0.75 or \$0.90 per person and \$0.25 for a transfer. Full current fare information is available on PVRTA's website at: <https://www.pvta.com>

Under the ADA PCAs are not charged a fare. Companions are to pay the same fare as the passenger and must have the same pick-up/drop-off location. It is the responsibility of the Contractor to train drivers in the collection of a fare from each Authority customer for each one-way ride using the MDC units onboard the vehicle. Unless otherwise directed by the Authority, fares must be collected for each trip prior to service provision. Demand-response passengers who fail to pay their fare will have the trip refused unless the trip is a return to their home. In situations where the passenger cannot pay for a return trip, the return trip will be provided. However, no additional trips may be booked until payment for the unpaid trip has been received. Fixed-route passengers shall not be allowed to board without fare payment.

The Contractor will be responsible for collecting, handling and reporting passenger fares. A detailed list of fares to be charged will be provided to the Contractor as part of the contract

resulting between PVRTA and the Contractor. All cash fares are to be collected by the Contractor and deducted from the Contractor's monthly invoice. The PVRTA reserves the right to observe and audit the fare collection and fare handling procedures of the Contractor at any time during the terms of this contract. The PVRTA will tabulate the revenues collected based on the number of trips provided on a monthly basis. The Contractor will be responsible for any monetary discrepancies between the fares collected and the revenues tabulated.

A summary of the total number of fares collected during the month will be submitted along with the monthly invoice.

The PVRTA reserves the right to modify its fares at any time. The PVRTA will not provide any fare collection system. The PVRTA reserves the right to implement a fare collection system in the future. The Contractor shall cooperate with the Authority in the implementation of any change in fares, and the revenue collection system as so determined by the Authority.

Note: The PVRTA is fare-free until further notice. Upon resuming fare collection, all fare collection policies will be enforced.

5.16 Records and Reports

The Contractor shall be required to maintain all records necessary to document all charges made to the Authority for provision of Services. The Contractor shall submit to the Authority within ten (10) calendar days after the close of the previous month, a report hereinafter referred to as the "Statement of Operations and Cost," which details actual expenditures and operating statistics for the previous month. The report shall be in a format which has been approved by the Authority.

The Contractor shall report to the Authority in accordance with performance and operational data **Exhibit O** on the operation of services on a monthly basis, and as designated by the Authority. Ridership information should be collected and reported to identify PCAs and companions.

As possible, all service, operations and performance reports produced and forwarded to PVRTA must be produced through the software system. No handwritten reports will be accepted. Custom reports are required and the information on the reports must be linked from the software system.

Any and all additional statistics and documents necessary to comply with Section 15 of the Federal Transit Act of 1964 as amended to include compilation of the National Transit Database Report, etc. **Exhibit O** lists current statistical information required. Statistics kept by the Contractor and reported to PVRTA include but are not limited to the following:

5.16.1 Operational Data

Ancillary Measurements:

- total trips completed
- total trips completed within 20 min. window
- total trips not completed within 20 min. window

- percent (%) of total trips not completed within 20 min. window
- total trips requested
- incidents of lift or ramp failure
- incidents of air conditioning/heater failure
- incidents of other types of vehicle failures
- total eligible trips
- total complaints
- percent (%) complaints to eligible trips (requests)
- complaint responses issued > 6-day limit
- occurrence of incident/accident reporting infractions

PVTA Vehicles

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

If applicable, Non-Authority owned Vehicles

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

5.16.2 Revenue Collection

- Total fares collected and due to the Authority
- Totals shall be summarized within the monthly report. The monthly report shall also contain a section on major problems and recommendations
- Listing of individuals who did not pay fare during the month

5.17 Drug and Alcohol Testing

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

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

A minimum of fourteen (14) calendar days prior to the commencement of the contract, the Contractor shall submit to PVTa their proposed Anti-Drug and Alcohol Misuse Prevention Programs. This document shall provide the names, address and telephone number of Contractors DHHS-certified testing laboratory, collections sites utilizing CFR Part 40 collection procedures, Medical Review Officer, Substance Abuse Professional as well as the Contractors personnel responsible for administering this program. The program shall also include the following elements:

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

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

It is the Contractor's responsibility to notify PVTa of any changes in personnel or drug/alcohol program as outlined in the approved program proposal.

Contractors must make provisions to comply with Federal Drug and Alcohol testing regulations during all hours of operations including late evening, weekends, and holidays. All cost for Drug and Alcohol testing shall be the responsibility of the Contractor.

5.18 Personnel Assignment, Duties, and Training

The Contractor will comply with MGL, Chapter 6, § 172C, as amended, regarding Criminal Offender Record Information Checks. The Contractor will perform a criminal background check on potential employees prior to hiring. The Contractor shall conduct these background and driver history checks at least once every twelve (12) months.

Consideration shall be given to:

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

Any of the following offenses would necessitate a mandatory disqualification of contact with PVTa Consumers:

- Has been convicted of committing a felony constituting a crime, which involves the use of force or violence.
- Has been convicted of committing the crime of manufacturing, distributing or dispensing any controlled substance that is 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.

- Has been convicted 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.
- Has been charged with committing any felony listed above and is either awaiting trial or has been defaulted by the court.
- Has been separated from a residential placement for less than six months.

Any of the following offenses would necessitate a discretionary qualification on the part of the Contractor:

- Has been convicted of committing a felony other than those described above.
- Has been convicted of committing a misdemeanor.
- Has been convicted more than once of committing any of the following misdemeanors: simple assault, affray, or disturbance of the peace.

5.18.1 Pending Cases

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

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

5.18.2 Project Manager

The Contractor must have a designated staff person assigned to serve as Project Manager, who will be responsible for all aspects of the operation. The Project Manager must have full authority to independently make decisions required for safe and efficient operations. The Project Manager will supervise all personnel providing this service and manage the accounts and operating records applicable thereto. The Project Manager will report to PVTa in such a manner specified by the Administrator or his/her designee.

The Project Manager, designee, or a responsible decision-making person must be available by telephone or in person during all hours of the operational day. If the Contractor's Project Manager is absent, other designated senior supervisor personnel shall be assigned responsibility for proper operation of the service, including the resolution of operational problems and customer complaints.

In addition to the Project Manager, the Contractor is responsible to ensure highly skilled staff is available as needed to evaluate service levels, analyze data and make recommendations to improve service efficiency. This will include but is not limited to identifying service issues, researching efficiency options, impact to PVRTA policies and FTA regulations, presenting data, pros and cons to backup recommendations, as well as recommending an action plan to implement such change.

5.18.3 Reservationists, Schedulers, Supervisors, and Dispatchers

Reservationists, dispatchers, supervisors and schedulers must be employees of the Contractor, who will be responsible for their hiring, training and supervision. Standardized training is required of all administrative personnel, including call takers, dispatchers and schedulers. Training should include PVRTA policies and procedures, phone decorum, customer sensitivity, ADA requirements, service application software, and all business application software necessary to provide service. The Contractor shall obtain the Authority's approval prior to designing and implementing a standardized training curriculum for administrative staff.

Contractors shall test (via written as well as oral components) all administrative candidates to ensure that they have retained knowledge of all essential elements of the curriculum and demonstrate all skills necessary to perform their duties.

Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.

Written documentation on the successful completion of all the above-mentioned training and testing, as well as any re-training, must be maintained as a permanent record for each employee.

Note: Retraining shall occur every two (2) years or sooner as may be required by the certifying entity.

All reservationists and dispatchers must be trained to serve the volume of telephone requests in a timely and sensitive manner, and to cover the telephone lines for service in a courteous manner throughout the operational day. The Contractor is required to have trained dispatchers on duty, reachable by drivers on the road, by radio or telephone, during all hours-of-service operation. The Contractor must maintain all records of its reservationists, dispatchers, supervisors, and schedulers for inspection as PVRTA may require. The PVRTA will be monitoring the effectiveness and efficiency of phone coverage.

The Contractor must furnish PVRTA with a list of names of all reservationists, dispatchers, supervisors, and schedulers who will perform work under the agreement prior to transporting any passengers.

5.18.4 Staffing Plan

The Contractor shall provide PVRTA with a Staffing Plan that clearly identifies the way it will satisfy the obligations of this service. The PVRTA leaves it to the discretion of

each Contractor to determine whether and how it will utilize existing staff or hire new staff to satisfy the requirements of this RFP. However, to ensure retention of institutional knowledge, preference should be given to retention of existing staff members whenever possible.

As part of the monthly report, the staffing plan should reflect the hiring and terminations that occurred during the previous month (including FTE and PT).

5.18.5 Drivers

The Contractor will ensure that all drivers involved in providing services receive adequate training to perform their duties. All drivers must be employees of the Contractor and must be covered under the Contractor's employee benefits plans. The Contractor will be responsible for the training and supervision of all drivers.

Prior to utilizing any driver for PVRTA service, the Contractor shall ensure that the driver has met the minimum requirements listed below:

- Perform their duties with due regard for the safety, comfort, and convenience of passengers and their property.
- Conduct a pre-operating inspection of the vehicle assigned to them before beginning service with the vehicle, and complete a form approved by PVRTA in such regard.
- Check the fuel and wiper fluid levels daily, prior to their commencing operation of such vehicle.
- Ensure that all passengers wear seat belts and that mobility devices are properly secured.
- Undergo any PVRTA required training as provided throughout this RFP.
- Once certified, all drivers will be required to display on their person a picture ID indicative of their certification as a driver for this PVRTA contract.
- Comply with all applicable Federal, State, and local laws, regulations and licensing requirements, including drug and alcohol testing.
- Comply with Federal Motor Carrier Safety Administration (FMCSA) guidelines to determine a driver's fitness to perform the necessary tasks associated with operating a PVRTA vehicle as specified in FMCSA 49 CFR 391.41. Safety sensitive employees are subject to fitness examinations as part of the pre-employment process. Medical fitness examination must follow the requirements set forth in 49 CFR 391.41.
- All drivers must wear a uniform, consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the Contractor. Jackets and caps as dictated by climate must comply with uniform standards.
Note: The Authority reserves right of approval on all proposed uniforms.
- Ensure that no smoking and/or drinking in vehicles is permitted by the passengers or drivers.
- The employer must require prospective drivers to obtain a Criminal Records Check and statement, a Registry of Motor Vehicle Report, and provide Proof of Insurability.

- Assure that drivers have a valid Massachusetts Driver License, are at least 21 years of age and have a minimum of three (3) years' driving experience. This report must be updated annually.
Note: To ensure the continuous compliance of having a valid Driver's License, the Contractor must enroll in, and participate in, the Registry of Motor Vehicle's Driver Verification System program.

At a minimum, any record from the Registry of Motor Vehicles that includes any of the following violations would necessitate a prohibition of contact with PVTa consumers:

- Driving under the influence of alcohol or drugs/driving while intoxicated within the past (ten) 10 years.
- 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 (other than parking).

The Contractor must exercise discretion in determining the appropriateness of any driver whose report indicates any violation.

5.18.6 Trainers

The Safety and Training individual(s) must be an employee(s) of the Contractor, which will be responsible for ensuring that all other employees have properly completed the training requirements. In addition, this individual must review CORI, RMV, and Proof of Insurability reports to ensure that requirements listed in **Section 5.18 Personnel Assignment, Duties, and Training** are met.

This individual must be certified in the CTAA's Passenger Service and Sensitivity (PASS) Instructor training program. If the individual is not currently certified, the Contractor will have thirty (30) days to comply from the date of award of a contract. The trainer must conduct on-road, planned, and random supervision of driver performance, investigate accidents and provide road supervision. The documentation for such inspections shall be submitted to PVTa with all other monthly submissions.

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

The Contractor shall maintain a current matrix list of all personnel engaged in the provision of the Services by job classification summarizing all criteria data, such as name, address, date of hire, citizenship status, license #, training, relevant certifications, etc.

5.19 Drug and Alcohol-Free Work Environment

The Contractor shall develop, administer, and monitor its own Drug and Alcohol-Free Workplace Policies that are consistent with, and fully compliant with PVTa's Drug and Alcohol-Free Workplace Policies, the Drug-Free Workplace Act, and any other related

regulations, policies and procedures. The Contractor and its employees shall comply with all requirements set forth in these policies. Any Sub-Contractor or employee of the Contractor who violate these policies shall be removed from this Contract and are not to be employed on another PVTA contract. The Contractor also agrees to include the following requirements in each subcontract entered into as part of this Agreement.

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

5.20 Publicity

The Contractor shall not engage in any publicity regarding PVTA without prior written approval of the Authority. The Contractor agrees to participate with the Authority upon request, in all efforts related to publicizing the services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc.

5.21 Accessibility for Persons with Disabilities

The Contractor will comply with all current and future federal, state, and local guidelines, statutes, and regulations for accessible service. Failure by the Contractor to comply with all current and future federal, state and local guidelines, statutes and regulations for accessible service may, at the sole discretion of the Authority, result in action up to and including termination of the contract.

5.22 Service Transition

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

5.23 Performance

The safe, courteous, and timely delivery of service is of critical importance. Please refer to the provisions outlined in the Sample Contract.

5.23.1 Accident/Incident Reporting

The Contractor must report immediately any incident involving personal injury or property damage which occurs in the provision of PVTA paratransit services, or any

other service for which they are providing service. A PVTA Accident/Incident Report Form must be completed by the Contractor and submitted to PVTA. A Preliminary Accident Report form must be faxed to PVTA's Claims and Legal Department and the Director of Transit Operations within twenty-four (24) hours of the incident. A Standard Accident Report form, Registry of Motor Vehicle Report form, and a picture chart must be submitted as original documents to PVTA's Claims and Legal Department within forty-eight (48) hours of the Accident. The PVTA will furnish the Contractor with the required, report forms. Full procedure is attached in **Exhibit N**.

5.23.2 Use and Operation of PVTA-Owned Vehicles

Any employee, servant, contractor or subcontractor of the Contractor (the "Driver") who while operating a PVTA-owned vehicle is involved in a motor vehicle incident or accident (the "New Incident") resulting in a claim for damage to such PVTA-owned vehicle or any other motor vehicle or property, or resulting in a claim of injury to any natural person, shall be barred from using or operating any PVTA-owned vehicle if:

- The Driver while using or operating a PVTA-owned vehicle was involved in a previous motor vehicle incident or accident (the "Prior Incident") resulting in a claim for damage to such PVTA-owned vehicle or any other motor vehicle or property, or resulting in a claim of injury to any natural person, during the previous twelve (12) consecutive months prior to the New Incident
- The PVTA in its sole and absolute discretion determined the Driver to be wholly or partially at fault in connection with both the Prior Incident and the New Incident
- The PVTA incurred expenses aggregating more than Five Thousand and 00/100 Dollars (\$5,000.00) for property damage and/or personal injury claims arising under or relating to the Prior Incident and the New Incident.

In the event that the Contractor allows a Driver to use or operate a PVTA-owned vehicle, notwithstanding that such Driver has been barred from using or operating a PVTA-owned vehicle pursuant to the provisions set forth in the immediately foregoing sentence, then the Contractor shall indemnify, reimburse, hold harmless and defend PVTA from and against any claim or action brought or threatened against PVTA, or its insurers, employees, successors or assigns, arising under or relating to such barred Driver's use or operation of a PVTA-owned vehicle.

5.23.3 Service Standards

The Contractor must abide by all service standards established by PVTA for its services. The PVTA expects that the Contractor will meet or exceed the service standards. In any dispute regarding service standards, PVTA shall determine, at its sole discretion, the remedy or action required to correct the situation. Service standards shall include, but are not limited to, the following:

- On Time Performance shall be 95% for all trips. On time performance shall be defined as a vehicle arriving at the correct passenger location within the designated 20-minute window from the scheduled pick up, drop off or return

time communicated to the passenger. The PVRTA's acceptable level of early trips is 10%. Early trips that exceed 10% will not be considered on time.

- Paratransit Passengers' ride time on vehicles must not exceed a comparable trip using fixed-route, to include time it takes to walk to a bus stop, transfer and walk to one's destination. The PVRTA compares all trips greater than one (1) hour in duration each month to the time it would take an individual to use a fixed-route vehicle using the parameters above for at least 96% of all passenger trips provided.
- Demand-Response Drivers must pick up the scheduled rider within the scheduled pick-up window. When the vehicle arrives within the scheduled pick-up window, and the passenger has not yet appeared, the driver must wait at the pickup locations for five (5) minutes before calling the dispatcher and receiving approval to leave. The Contractor must then follow PVRTA's No Show Policies and Procedures.
- Paratransit Drivers are to provide door-to-door service upon request. This means that drivers are to assist passengers, and to help with personal baggage or groceries, from the entrance of the place of origin to the entrance of the place of destination.
- Enough drivers shall be available at all times to operate the number of vehicles necessary to meet all trip requests, schedule of fixed-route service, and level of service as required in this solicitation. No trips or route runs shall be dropped or missed due to the unavailability of drivers.
- All monthly reports must be at PVRTA by the 10th calendar day after the reporting period. The Contractor is not to falsify data. Any information reported differently from authorized observers, or trips that have not been taken yet, reported as taken, shall be grounds for immediate termination of contract.
- The Contractor's personnel shall maintain a professional, courteous attitude and shall answer to the best of their ability all passenger inquiries concerning transit services. Personnel should be able to understand and respond to a diverse number of passengers. Discourtesy, rudeness or the use of profanity is not acceptable behavior.
- Preventable accidents shall not exceed ten (10) per calendar quarter.
- The Contractor will be assessed monetary penalties for providing services below the set performance standards. The PVRTA's performance standards, incentives and penalties are contained in **Exhibit M** attached hereto and made a part hereof.
- Telephone coverage will be monitored via a telephone sequencer device provided by PVRTA during the implementation phase. Sequencer reports will be reviewed to ensure adequate telephone coverage and customer service.

The PVRTA will measure the Contractor's performance in several ways including but not limited to:

- PVRTA personnel will inspect the paratransit service and report concerning all aspects of the service,
- PVRTA will randomly sample the Contractor's trips and analyze on time performance and trip length, and

- PVTA will review and verify monthly operating statistics provided by both Adept and the Contractor.
- PVTA will implement secret rider audits that will be reviewed with the Contractor.

In monitoring this service, PVTA will be working with community-based advocacy agencies. The Contractor will be required to participate and be responsive to PVTA and such committee. PVTA's Paratransit Procedures Manual will be issued to the Contractor upon award of a contract. The Project Manager will be required to attend and participate in the monthly Paratransit Operational Meetings.

5.24 Recordkeeping and Required Documentation

The Contractor will be responsible for providing PVTA with copies of records, data analyses or other pertinent information as PVTA may reasonably request on a periodic basis. The Contractor shall maintain and retain financial records related to the business it conducts with the PVTA under this contract in compliance with all related federal and state regulations, as well as PVTA's recordkeeping and record retention standards (or requirements). Financial reports required on a monthly basis include but are not limited to residency reports, reconciliation reports of fares collected, vehicle lists with odometer readings, and trip service statistics. In addition, other general reports to be submitted on a monthly basis include, but are not limited to, the following:

1. Complaint report
2. Mobility Assistance Program (MAP) Report
3. Training information (training programs, individuals trained, dates of training)
4. Narrative Summary including a review of the month to include, but not be limited to, the following:
 - Ridership trends
 - Operational problems and issues
 - Service accomplishments and goals
 - Vehicle problems
 - Recommendations for service improvements (Proactive)
 - Plans for the upcoming month
 - Other suggestions

5.25 Permits and Licenses

The Contractor must possess or agree to produce all permits and licenses necessary for the lawful performance of the services required hereunder.

SECTION 6. STANDARD TERMS AND CONDITIONS

6.1 Compensation and Invoicing

The Contractor shall be compensated by the Authority for the services performed under the contract through a tiered pricing structure:

- **Fixed monthly fee:** This will include the following cost categories: insurance, key staff, property related expenses and management fee.
- **Passenger per trip rate:** This will include all labor-related cost categories for operating paratransit and dial-a-ride demand-response service not included in the fixed monthly fee.
- **Fixed-route hourly rate:** This will include all labor-related cost categories for operating any fixed-route service not included in the monthly fixed fee.
- **Micro-transit per trip rate:** This will include all labor-related cost categories for operating micro-transit not included in the monthly fixed-fee.

The Contractor will submit a monthly invoice to the Authority for the services provided under the Contract. Prior to submittal of the invoice, the Contractor will have completed the required data entry and performed a trip edit and audit process. The invoice shall break out each of the above categories and must be accompanied by all supporting documents showing the levels of service provided by day.

The invoices for payment will be marked to include a reference to the Contract number and will be consecutively numbered and forwarded to the Authority Finance Department at 2808 Main Street, Springfield, MA 01107. Invoices and reports must be sent by the tenth (10th) calendar day after the month/reporting period. Upon receipt of the invoice, the Authority shall review and assess for penalties and/or incentives and the Authority shall return the invoice to the Contractor within ten (10) calendar days from receipt. The Contractor shall then have five (5) calendar days to accept the invoice. If accepted, the Authority shall make payment within five (5) calendar days. If the fifth (5th) day is a non-business day, the invoice will be payable the following business day. The Authority reserves the right to request all information to support any charges submitted in the invoice. The Authority's Director of Transit Operations may withhold payment or incur penalties for services he or she believes were improper, failed to meet service specifications, or were otherwise questionable, and may offset default penalties against any payment due.

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

- Determination by PVRTA that services rendered on a specific occasion failed to meet the level of service standards described in **Exhibit M**.
- Failure of Contractor to supply PVRTA with complete and accurate documentation required by the Scope of Work to support the monthly invoice.
- Failure to deliver to PVRTA the full value of tickets/fares tendered by users in accordance with the Scope of Work and Revenue Collection in an amount equal to the value of tickets/fares noted in Contractor records.

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

The Authority may withhold from the monthly payment for the last month of the contract an amount which the Authority believes, in good faith, to be sufficient to address any potential overpayments that need to be reconciled in connection with the Contractor's final invoice and any outstanding payment issues in connection with Contract close out. Upon termination of the contract, the Contractor shall submit to the Authority a final invoice accompanied by all of the required reports including any other financial or accounting information needed for contract close-out.

Contract costs will be monitored periodically by PVRTA to ensure the validity of per trip costs, vehicle cost, and ridership projections. Payments to the Contractor will be based upon eligible trips and runs which correspond to the Contractor's reports, fares collected and, record of trips arranged through PVRTA. The PVRTA will pay only for the runs and trips actually performed.

In the event that PVRTA reduces scheduled hours and/or service trips due to inclement weather, riot, strike, act of God or any other reason, PVRTA shall compensate the Contractor only for the actual trips/runs performed and not for the trips/runs scheduled.

6.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and proper venue for legal action regarding the Contract shall be in state court in Hampden County.

6.3 Taxes, Charges and Extras

The PVRTA is exempt from all federal excise taxes, tax on transportation and Massachusetts's sales tax. Price(s) negotiated with the PVRTA shall not include said taxes except for gasoline taxes. Upon request the PVRTA will furnish the Contractor with a tax exemption certificate.

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.

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the PVRTA unless expressly negotiated with the successful offeror.

6.4 Award

A form of Contract has been provided and can be found in **Exhibit I**. The successful offeror shall enter into an agreement in substantially the form of such Contract. The PVRTA will not execute the agreement without the Agreement first being signed by the firm's principal and

receipt of the satisfactory evidence of insurance, which may include copies of relevant insurance policies and endorsement pages.

6.5 Federally Required Contract Clauses

The services covered by this RFP may be funded in part with funds from the Federal Transit Administration and the Commonwealth of Massachusetts Department of Transportation and the proposer will be required to execute certain assurances found in **Exhibit H** of this RFP and comply with the terms of the grant agreements.

6.6 Limitation on Funding

The Contract for services resulting from this RFP will be subject to the contract between PVTa and the availability of on-going funds from PVTa's funding sources. The Contract for this service is contingent upon receipt of these funds by PVTa. If funding from these sources is eliminated or decreased, PVTa reserves the right to terminate the Contract or modify it accordingly.

6.7 Conflict of Interest

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

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of PVTa by the Proposer, Proposer's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of PVTa; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of any city, county, or town within the 24 cities and towns serviced by PVTa; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

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

The Proposer shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws (**Exhibit D**).

6.8 Protest Procedures

Protests relative to this procurement will be reviewed and adjudicated in accordance with PVTa's Protest Procedures (**Exhibit J**). In the event that this procurement is federally funded with financial assistance from the Federal Transit Administration (FTA), interested parties may elect to issue a protest to the FTA if the interested party believes that PVTa failed to follow the protest procedures identified above..

6.9 Security Requirements

The Proposer shall certify (**Exhibit A**) that, if awarded the Contract, it will comply with PVTa's Security Requirements as stated. The Contractor shall:

- Submit a complete list of Contractor's employees, subcontractors, and agents that will perform work for PVTa under this Contract. At a minimum, the list shall include:
 - Name and Employee Number/Identifier
 - Job Title
 - Hours and Location of Work

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

- Conduct for all current and future employees performing work under this Contract, a legally available criminal background check, including a Criminal Offender Record Information (CORI) background check with the Massachusetts Criminal History Systems Board and a driver's history check with the Massachusetts Registry of Motor Vehicles (if applicable). The CORI check shall include a Level II Sex Offenders Registry check. To the extent not already available to the Contractor, the Contractor shall apply for and make best efforts to obtain CORI access. This shall include requiring employees to obtain their own CORI check if the employer is unable to gain access to CORI. The Contractor shall provide written documentation to the Authority that demonstrates the Contractor's compliance with the requirements. Furthermore, the Contractor shall conduct these background and driver history checks every twelve (12) months, or as otherwise specified by PVTa. Any employee of the Contractor's with a history that includes a felony conviction, any conviction for theft, or who appears otherwise unsuitable to perform the work that is the subject of this solicitation throughout the Term of this Agreement or any extensions thereof, shall not be assigned by the Contractor to perform work under this Agreement.
- Distribute a PVTa-issued photograph identification badges to all Contractor employees, subcontractors, and agents who work on PVTa service. The badge shall have the name and a recent photograph of the employee, subcontractor or agent (i.e., within last three (3) years). No employee, subcontractor or agent of the Contractor will be allowed on PVTa property without wearing the PVTa-issued identification badge.
- Insure that Contractor's employees, subcontractors, and agents:

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

6.10 Independent Contractor Status

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

6.11 Subcontracting of Work

If subcontractors are necessary to complete any functions of this contract, the Contractor must list the names and business locations of any proposed subcontractors, with their submitted Proposal. The Authority reserves the right to review and approve any subcontractors proposed by the Proposer. Any approval of the subcontractor shall not be construed as making the Authority party of such contract, giving the subcontractor privities of contract with the Authority, or subjecting the Authority to liability of any kind to any subcontractor.

The Contractor shall directly provide, at a minimum, 75 percent of all trips served.

Subcontractors cannot provide any more than 25 percent of all trips served. Brokerages are not acceptable.

- The Contractor shall not subcontract for any of the services it is obligated to perform under the Contract without the written consent of PVTa. Any subcontracting of the work approved in writing by the Authority shall not release the Contractor of its liability under the Contract.
- The subcontractor/supplier shall look only to the Contractor for the payment of claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in

all agreements with the subcontractor(s) / supplier(s), as pertaining to this contract, that its subcontractor(s) /supplier(s) shall make no claim whatsoever against the Authority, its members or agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the subcontractor(s)/supplier(s) by the subcontract.

6.12 Transfer or Assignment of Contract

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

6.13 Use of PVRTA's Facility

Operations are conducted through the existing Springfield Paratransit Operations and Maintenance Facility (formerly known as the Springfield Transit Garage) located at 2840 Main Street, Springfield, MA 01107. The equipment in the operations facility (with the exception of such equipment as listed later in this RFP) is provided by PVRTA. The facility is owned by PVRTA for paratransit/demand response operations and maintenance. Maintenance of the vehicles is conducted by SATCO and VATCO and is not the responsibility of the Contractor. PVRTA provides dispatch and GPS software, scheduling software, IVR and MDCs

In addition, PVRTA houses a satellite ADA/demand response operations facility within the PVRTA's Northampton Operations and Maintenance fixed route facility located at 54 Industrial Drive, Northampton, MA 01060. It is expected that the Contractor will continue to use this satellite facility for the provision of services in the northern area of the system.

6.14 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 PVRTA (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.

6.15 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.

6.16 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 PVRTA. The headings appearing at the beginning of the articles, sections, parts, paragraphs or subparagraphs in this Contract are not binding and have been inserted for identification and reference purposes only.

6.17 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 PVRTA. 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.

6.18 Precedence of Documents

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

- FTA Master Agreement and Federally Required contract Clauses
- Contract and Contract Modifications
- Clarifications of Specifications Addenda
- General Terms and Conditions
- Technical Requirements and Specifications
- Contractor's Proposal

Either party to the Agreement shall not take advantage of any apparent error or omission in the Contract documents. If either 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 may be deemed necessary for fulfilling the intent of the Contract.

6.19 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.

6.20 Legal Relations and Responsibility to the Public

6.20.1 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 PVRTA's own operations. The Contractor shall indemnify, protect, defend, and

save harmless PVTa and its officers, agents and employees harmless from all fines, penalties, and liabilities imposed upon PVTa 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 PVTa, the PVTa shall promptly notify the Contractor and allow the Contractor, in consultation with PVTa, to object to and defend such imposition.

6.20.2 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.

6.20.3 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 PVTa, and order of decree by a court of competent jurisdiction to which PVTa 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, PVTa shall not be liable to the Contractor in damages for breach of the Contract.

6.20.4 Laws to be Observed

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

- 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.
- 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 Mass General Laws, Chapter 156D Part 15 of the General Laws as amended:
 - The above Act provides that the Secretary of State for the Commonwealth of Massachusetts shall be appointed for the service of legal process in the case of a foreign corporation doing business in this Commonwealth.

- Section Four of the Act requires every corporation to file with the Secretary copies of its charter, certificate of incorporation, a true copy of its by-laws and other information.
- In addition to the above, Contractor shall file with the Authority a certificate from the Secretary of State for the Commonwealth of Massachusetts stating that the corporation has complied with Chapter 156D Part 15 and the date of compliance.

6.21 Massachusetts Required Certifications

With their submission, the proposer shall submit the following state required certifications **(Exhibit D)**:

- Tax Compliance, M.G.L c. 62C, § 49A(b)
- Non-Collusion, M.G.L. c. 30B, § 10
- Right-To-Know Law, M.G.L c. 111F
- Doing Business with or in Northern Ireland, M.G.L. c. 7, §§ 22C-F
- Anti-Boycott, M.G.L. c. 151E
- Conflict of Interest Law

6.22 Federally Required Certifications

With their submission, the proposer shall submit the following federally required certifications **(Exhibit E)**:

- Eligibility
- Public Contractor Debarment
- Anti-Lobbying
- Equivalent Service
- Compliance

6.23 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.

6.24 Indemnification and Insurance Provisions

6.24.1 Indemnification by Contractor

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Authority and its respective Advisory Board, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the Contractor or contractor's employees, subcontractors and agents or any entity for

which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of the Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

6.24.2 Contractor Insurance Requirements

The Contractor agrees and acknowledges that the insurance coverage described in **Exhibit G** shall be primary for all those claims arising out of or from any negligence, alleged negligence, act or failure to act of the Contractor or Contractor's employees, subcontractors and agents, and that the Contractor will indemnify, defend and hold harmless the Authority, its Advisory Board, agents, servants, employees and assigns (collectively, Authority) from and against any and all loss, liability, claims, damage or expense (including, but not limited to, attorney's fees) arising out of or related to the Contractor's operation of the Authority's services.

The Contractor shall provide and maintain all insurance required by law for its employees, including, but not limited to, disability, workers compensation, and unemployment compensation, in accordance with statutory requirements of the Commonwealth of Massachusetts, wherein the services concerned with this RFP are to be provided. The Contractor shall obtain and maintain policies of public liability during the term of the Agreement, which shall provide coverage for claims for bodily injury and/or death, or property damage, arising out of, or based upon the operation of the leased vehicles by the Contractor. The Contractor shall provide adequate proof of the fulfillment of any of the requirements of this Section to PVTa within seven (7) calendar days after receipt of a written request.

6.25 Liquidated Damages

If the Contractor defaults on any term or provision of the Contract, and is unable to provide the required service, a loss or damage will be sustained by the Authority. The parties agree that the Contractor will owe the Authority the sum of \$30,351 as liquidated damages to be charged daily for the damage the Authority will suffer in the event of and by reason of such disruption in service for the first year of the contract. The liquidated damages rate shall be adjusted annually on each anniversary of the service start date (July 1) by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (Series ID CUSR0000SA0), as published by the U.S. Bureau of Labor Statistics, based on the most recent 12-month period available.

The Authority, at its sole option, will collect said funds by withholding any compensation then owing to the Contractor, seeking payment from Contractor, or collect said sum in any manner deemed appropriate by the Authority. It is agreed that this amount is an estimate of the actual loss or damage to the Authority which will accrue during the period during which temporary services must be provided by an interim provider and a new service provider can be obtained.

6.26 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 Administrator of PVTa or a 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 PVTa, shall make available at its local office to PVTa 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 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.

6.27 Force Majeure

General – PVTa 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.

Labor Disputes – A 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 PVTa's request for such order.

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 5.12 Inclement Weather/State of Emergency**.

Excluded Events – The events described in paragraphs 1 and 2 of this Section 6.26 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.

6.28 Mutual General Representations and Warranties

6.28.1 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.

6.28.2 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.

6.28.3 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.

6.29 Intellectual Property Rights

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

6.30 Fair Employment Practices

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

- The Contractor will not discriminate against any employee or applicant for employment because of to race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only) (except as permitted by law), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

- 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, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only) (except as permitted by law), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics
- 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.
- 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.
- 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.
- Priority of Employment-- Contractor shall give priority of consideration of employment to employees who had performed PVTa Services through FY2026, but whose employer was not awarded the contract to perform Service in FY2027 (Existing Employees), and meet such reasonable qualifications as are established by the Contractor. The Contractor shall describe the process by which it will comply with this subsection, including the procedure by which it will select Existing Employees to be interviewed, the criteria for evaluating them and additional training it will offer to assist Existing Employees in qualifying for available positions. Contractor shall also describe the process by which it will provide priority employment to Existing Employees as additional vacancies become available during the term of the Contract.

Note: Current Union Contracts/MOAs are available to any prospective proposer upon request. Requests must be made via email to LZak@pvta.com With a request, the proposer must send a signed copy of the Confidential Information Agreement located in **Exhibit B**.

- 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.

6.31 Continuity of Labor and Operations

The Contractor shall maintain staffing and labor relations sufficient to ensure continuous, safe, and reliable transit operations. The Contractor shall take all reasonable steps to prevent labor disputes, strikes, or other disruptions that could affect service.

In the event of an actual or threatened disruption, the Contractor shall immediately notify the Authority and provide a contingency plan to maintain service without interruption. The Contractor shall bear all costs associated with such events.

Nothing in this provision shall be construed to require or prohibit union activity or collective bargaining, or to interfere with rights protected by federal or state labor law. Failure to maintain service continuity may be deemed a material breach of contract, subject to remedies including termination for cause, assessment of liquidated damages, or other actions deemed appropriate by the Authority.

EXHIBITS

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

- General Information Form and Pre-Award Evaluation Data (See Exhibit A)
- Certificate of Authority (See Exhibit B)
- Signature Authorization (See Exhibit B)
- Affidavit of Compliance with Specifications (See Exhibit B)
- Statement of Experience Verification Form (See Exhibit B)
- Financial Information Statement (See Exhibit B)
- Statement of Compliance with Security Requirements (See Exhibit B)
- Confidential Information Agreement (See Exhibit B)
- Cost Proposal Form (See Exhibit C)
- Certification of Tax Compliance (See Exhibit D)
- Certification of Non-Collusion (See Exhibit D)
- Right-To-Know Law Certification (See Exhibit D)
- Certification Regarding Companies Doing Business with or in Northern Ireland (See Exhibit D)
- Anti-Boycott Certification (See Exhibit D)
- Prohibit Use of Undocumented Workers Certification (See Exhibit D)
- Conflict of Interest Certification (See Exhibit D)
- Certification of Eligibility (See Exhibit E)
- Public Contractor Debarment Certification (See Exhibit E)
- Certification of Restrictions on Lobbying (See Exhibit E)
- Certification of Equivalent Service (See Exhibit E)
- Certification of Compliance (See Exhibit E)

EXHIBIT A

GENERAL INFORMATION FORM AND PRE-AWARD EVALUATION DATA

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (circle one):

Corporation

Partnership

Association

Joint Ventrue

Sole Proprietorship

Public Agency

Quasi-Public Agency

Other: (Explain) _____

1) Are you or your firm authorized to business in Massachusetts? ☐ Yes ☐ No

2) Are you or your firm a certified DBE? ☐ Yes ☐ No

3) Is this a local business? ☐ Yes ☐ No

4) This firm has been in continuous business under the present name for ____ years.

Organization's Address: _____

Name, Title and Telephone Number of the Organization's Authorized Representative:

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide PVTa with the Services described in the Request for Proposal dated _____. The stated Proposal shall be firm for two hundred (200) calendar days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature _____

Date _____

Name of Organization: _____

Date Organized: _____ State Incorporated: _____

Names of Officers or Partners:

How long has your firm been in business under its present name? _____

Attach as SCHEDULE ONE a list of similar current contracts that demonstrates your technical proficiency, each with contract value amount, name of contracting party, type of work completed, and percentage of work completed to date.

Attach as SCHEDULE TWO a list of similar past contracts, each with contract amount, name of contracting party, and type of work completed in the last two years.

Attach as SCHEDULE THREE a detailed explanation for each occurrence in the last two years where your organization failed to complete contract where it was the low Proposer.

Attach as SCHEDULE FOUR a list of contracts, if any, on which failure to perform resulted in an assessment of liquidated damages.

Attach as SCHEDULE FIVE a statement by the financial institutions with which the Proposer conducts business.

Attach as SCHEDULE SIX a list of all principal subcontractors and the percentage and nature and value of work each will perform on this project. Principal items of work shall include, but not be limited to, those listed in the RFP.

I hereby certify that the above and the attached information is true and accurate to the best of my knowledge:

Signatory Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT B

CERTIFICATE OF AUTHORITY, AFFIDAVITS, AND STATEMENTS

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____, 20__ it was VOTED that:

(Name) (Officer's Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by said Officer under seal of the company, shall be valid and binding upon this corporation.

A True Copy

ATTEST:

TITLE:

PLACE OF BUSINESS:

I hereby certify that I am the clerk of the

that _____ is the duly elected

(Name)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

SIGNATURE AUTHORIZATION

SUBMIT: SIGNATURE AUTHORIZATION, WHICH CONSISTS OF A CERTIFIED COPY OF THE RESOLUTION OF BYLAW OR POWER-OF-ATTORNEY AUTHORIZING THE OFFICER OR AGENT TO SIGN.

AFFIDAVIT OF COMPLIANCE WITH SPECIFICATIONS

State of _____

(Date) _____

County of _____

The undersigned being duly sworn, deposes and says that he/she is the

Sole Owner; Partner, President, Treasurer, or other duly authorized official of a corporation of

Name of firm as appearing in submitted proposal

for purposes of securing a Paratransit Services Contract with the Pioneer Valley Transit Authority and certifies under penalties of perjury that this entity's submission, including scope of work and all information provided herein is in 100% compliance with all specifications contained in the Authority's RFP #26-006 Documents, for said service, and that this entity is fully capable of performing said service, in accordance with the specifications and attached sample contract.

Signature and Title Person making Affidavit

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____,

proved to me through satisfactory evidence of identification, which was

_____ (driver's license, passport, or other form of ID),

to be the person whose name is signed on the foregoing document and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

Printed Name: _____

My Commission Expires: _____

(Seal)

STATEMENT OF EXPERIENCE VERIFICATION FORM

I have reviewed the provision of service and can state the following for _____:
Proposer

- Provided ____ years (including 2020, 2021, 2022, 2023, 2024, 2025 calendar years) of satisfactory performance in the delivery of Paratransit Services as a contractor of a client/contractor entity.
- Has provided more than 200,000 Paratransit trips for client/contracting agency entity during calendar year _____.
- Has provided reservations, scheduling (including transfer trips), confirming and/or denying all trip requests from all registered passengers including their companion(s) and/or personal care assistant(s) (PCAs), as well as other eligible persons who may be visiting from outside the area.
- Utilized dispatching services, including a central dispatch location capable of maintaining contact with all vehicles at all times.
- Regarding its maintenance practices, has performed the following activities/functions:
 - Maintenance of a pre-operational “circle check” each day and recorded findings.

The undersigned hereby certifies that the information provided above is true and accurate.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

FINANCIAL INFORMATION STATEMENT

Respondents shall:

- (ii) **furnish copies of audited financial statements that represent the financial position of the proposing entity**, and in the case of a partnership or joint venture, the partner companies or joint ventures, for the latest available twenty-four-month period, and
- (iii) certify that in the period following the most recently audited period, there have been no material adverse changes to the financial stability or viability of the proposing entity or its partner companies or joint ventures, as applicable.

Proposers shall also furnish such additional financial information as they determine is pertinent to demonstrating their ability to provide stable, reliable Paratransit Management Services throughout the Term of the Agreement.

The undersigned hereby certifies that the information provided above is true and accurate and that all attached financials are true and accurate.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

STATEMENT OF COMPLIANCE WITH SECURITY REQUIREMENTS

The undersigned hereby certifies that the Proposer, if awarded this Contract, shall comply with PVTA's Security Requirements as stated in Section 6.9 of this Contract Document.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

CONFIDENTIAL INFORMATION AGREEMENT

This form may be completed at any time and returned to LZak@pvta.com for access to current Union Contracts/MOAs relevant to this contract or other information required for the submission of a proposal.

The Pioneer Valley Transit Authority (PVTA) will provide certain Confidential Information related to RFP #26-006 with potential Proposers. The PVTA will provide this information for use during the proposal preparation period in written or electronic form and said Confidential Information shall be identified as confidential when disclosed.

During the proposal preparation period, the undersigned will treat any and all Confidential Information received from PVTA as such and agrees to not sell, transfer, disclose, display or otherwise make available to anyone, any part of such Confidential Information without prior written consent of the Authority.

The undersigned further agrees to limit access to PVTA Confidential Information to those of its employees, subcontractors, suppliers, and agents reasonably requiring access for the purposes of preparing a proposal in response to RFP #26-006 and who are obligated to treat the information in the way provided for herein with regard to confidentiality, use, and non-disclosure.

The undersigned agrees to return or destroy in a PVTA-approved manner all Confidential Information received from PVTA at any time upon request by PVTA.

This Agreement shall be effective for the entire proposal preparation period as outlined in the RFP unless otherwise extended by PVTA.

The foregoing is understood and agreed to.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT C

COST PROPOSAL FORM

CONTRACTOR:	
DATE:	
COST PROPOSAL SUMMARY FORM	
OPERATIONS AT PVTA 2840 MAIN STREET, SPRINGFIELD, MA 01107	
JULY 1, 2026 - JUNE 30, 2027 (FY27)	Base Year
MONTHLY FEE	\$
COST PER PASSENGER TRIP (ADA/DIAL-A-RIDE)	\$
COST PER HOUR – FIXED-ROUTE SERVICE	\$
COST PER PASSENGER TRIP (MICRO-TRANSIT)	\$
JULY 1, 2027 - JUNE 30, 2028 (FY28)	Base Year
MONTHLY FEE	\$
COST PER PASSENGER TRIP (ADA/DIAL-A-RIDE)	\$
COST PER HOUR – FIXED-ROUTE SERVICE	\$
COST PER PASSENGER TRIP (MICRO-TRANSIT)	\$
JULY 1, 2028 - JUNE 30, 2029 (FY29)	Base Year
MONTHLY FEE	\$
COST PER PASSENGER TRIP (ADA/DIAL-A-RIDE)	\$
COST PER HOUR – FIXED-ROUTE SERVICE	\$
COST PER PASSENGER TRIP (MICRO-TRANSIT)	\$
JULY 1, 2029 - JUNE 30, 2030 (FY30)	Option Year 1
MONTHLY FEE	\$
COST PER PASSENGER TRIP (ADA/DIAL-A-RIDE)	\$
COST PER HOUR – FIXED-ROUTE SERVICE	\$
COST PER PASSENGER TRIP (MICRO-TRANSIT)	\$
JULY 1, 2030 - JUNE 30, 2031 (FY31)	Option Year 2
MONTHLY FEE	\$
COST PER PASSENGER TRIP (ADA/DIAL-A-RIDE)	\$
COST PER HOUR – FIXED-ROUTE SERVICE	\$
COST PER PASSENGER TRIP (MICRO-TRANSIT)	\$

COST PROPOSAL MANAGEMENT FEE FORM					
FIXED-FEE					
	BASE YEARS			OPTION YEARS	
BUDGET ITEMS	FY27	FY28	FY29	FY30	FY31
Key Staff Salaries (Sample Titles)					
General Manager					
Operations Manager					
Call Center Manager					
Safety Manager					
Accountant					
Other, please specify					
Key staff Benefits					
Medical, Dental, etc.					
Taxes, FICA, W/C, etc.					
Other, please specify					
Profit (firm-fixed, not a percent)					
Fee					
Overhead					
Taxes					
Office Supplies					
Janitorial					
Insurance					
Other, please specify					
Other, please specify					
TOTAL ANNUAL FIXED FEE					
MONTHLY FIXED FEE					

COST PROPOSAL OPERATING COSTS FORM

OPERATING COSTS

	BASE YEARS			OPTION YEARS	
BUDGET ITEMS	FY27	FY28	FY29	FY30	FY31
Employee Wages					
Vehicle Operator Wages					
Extra Board Wages					
Overtime Wages					
Vacation Wages					
Holiday Wages					
Sick Wages					
Training Wages					
Retraining Wages					
Road Supervisors					
Dispatch Staff					
Reservationists					
Schedulers					
Other, please specify					
Employee Benefits					
<i>Vehicle Operator Benefits</i>					
Medical, Dental, etc.					
Taxes, FICA, W/C, etc.					
Other, please specify					
<i>Staff Benefits</i>					
Medical, Dental, etc.					
Taxes, FICA, W/C, etc.					
Other, please specify					
TOTAL BASE WAGES					
TOTAL FRINGE BENEFITS					
TOTAL					
ESTIMATED ANNUAL TRIPS (ADA/DIAL-A-RIDE)					
ESTIMATED ANNUAL TRIPS MICRO-TRANSIT					
ESTIMATED ANNUAL HOURS FIXED-ROUTE					

EXHIBIT D

MASSACHUSETTS REQUIRED CERTIFICATIONS

CERTIFICATION OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for _____, do hereby
certify under the pains and penalties of perjury that said contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Signature: _____

Title: _____

Tax Identification Number: _____

Date: _____

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal and will not be communicated to any such person prior to the official awarding of this procurement.

I have fully informed myself regarding the accuracy of the statement made in the certificate.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

RIGHT-TO-KNOW LAW CERTIFICATION

The undersigned hereby certifies that the Proposer, if awarded this Contract, will fully comply with the Massachusetts Right-to-Know Law, M.G.L c. 111F, including:

1. Obtaining a Materials Safety Data Sheet, (MSDS) for all substances or mixtures of substances that appear on the Massachusetts Substance List that the Contractor or any of its subcontractors brings to or uses on the work site and will keep a copy of that MSDS on the work site of this Contract.
2. Labeling each container of a substance or mixture of substances on the Massachusetts Substance List as required in Section 7 of the Act.
3. Providing the same training and non-technical instruction that the Contractor is required to provide under Section 15 of the Act to all PVTA employees who are exposed to the substance or to the mixture of substances. Training shall include instruction on the nature and effects of any substance or mixture of substances listed on the Massachusetts Substance List, which the Offeror or any of his/her subcontractors brings to or uses on the worksite.
4. Providing PVTA employees while at the work site, with the same protective equipment that the Contractor and its subcontractors provide to its employees.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

**CERTIFICATION REGARDING COMPANIES DOING BUSINESS WITH OR IN
NORTHERN IRELAND**

Pursuant to M.G.L. c. 7, §§ 22C–22F, the undersigned certifies that, if the Contractor or any of its affiliates conducts business operations in Northern Ireland, such business operations do not discriminate in employment, compensation, or the terms, conditions, and privileges of employment on account of religious or political belief, and the Contractor promotes freedom of workplace opportunity and the rights of individuals, consistent with the MacBride Principles.

If the Contractor has no business operations in Northern Ireland, it so certifies below.

In addition, the Contractor agrees to notify PVTa in writing of any change in circumstances with respect to this certification during the term of the Contract and understands that any misrepresentation or failure to notify may result in termination of the Contract or other sanctions as provided by law.

Signed under the pains and penalties of perjury this ____ day of _____, _____

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

ANTI-BOYCOTT CERTIFICATION

Pursuant to the provisions of M.G.L. c. 151E and Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, the Contractor certifies that, during the term of this Contract, neither it nor any affiliated company participates in or cooperates with an international boycott, nor engages in conduct declared unlawful by M.G.L. c. 151E, § 2.

In the event of a breach of this certification, the [Agency/Authority Name] shall have the right to rescind this Contract and pursue such other remedies as provided by law or equity.

For purposes of this certification, an “affiliated company” means any business entity of which at least fifty-one percent (51%) of the ownership interests are directly or indirectly owned or controlled by the Contractor; or which directly or indirectly owns or controls at least fifty-one percent (51%) of the ownership interests of the Contractor; or any business entity that is under common ownership or control with the Contractor.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

PROHIBIT USE OF UNDOCUMENTED WORKERS CERTIFICATION

It is the policy of the Commonwealth of Massachusetts Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts. This certification is required under Executive Order No. 481, effective February 23, 2007.

As a condition of receiving Commonwealth funds under this contract, the Contractor hereby certifies and agrees as follows:

1. The Contractor shall not knowingly use undocumented workers in connection with the performance of any Executive Branch contract.
2. Pursuant to federal law, the Contractor shall verify the immigration status of all workers assigned to such contracts through proper completion of the federal Form I-9 or other lawful verification procedures, without engaging in unlawful discrimination.
3. The Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).
4. The Contractor understands and agrees that a breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions including, but not limited to, monetary penalties, withholding of payments, suspension, or termination of the contract.

By signing below, the undersigned certifies under the pains and penalties of perjury that the Contractor will comply with the requirements of Executive Order No. 481 throughout the term of the contract.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies under the pains and penalties of perjury that the Proposer and all of its employees, agents, and subcontractors shall comply with the **Massachusetts Conflict of Interest Law, M.G.L. c. 268A**, and with all **conflict of interest provisions contained in these Contract Documents**, including but not limited to those stated in **Section 6.7** of the General Conditions.

The Proposer further certifies that:

1. No officer, employee, agent, or public official of the Commonwealth or the Authority has or shall have any direct or indirect financial or personal interest in this procurement or any resulting contract;
2. The Proposer has not offered or given, and shall not offer or give, any gratuity, favor, or thing of value to any officer, employee, or agent of the Authority with the intent to influence the awarding or administration of this contract; and
3. The Proposer understands that violation of **M.G.L. c. 268A** may constitute grounds for civil or criminal penalties and for termination of any resulting contract for cause.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT E
FEDERALLY REQUIRED CERTIFICATIONS

CERTIFICATION OF ELIGIBILITY

_____ hereby certifies that neither
(Name of Company)

it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers List.

Further, the Proposer certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.

Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Was not convicted of the felony criminal violation under any Federal law within 24 months preceding the date of this Proposal.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

Authorized Signatory Name: _____

Signature: _____

Title: _____

Date: ____ / ____ / ____

PUBLIC CONTRACTOR DEBARMENT CERTIFICATION

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from the award of any contract for public (local, state, or federal) work by the Federal Government or in the Commonwealth of Massachusetts under provisions of 2 CFR 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200 and Massachusetts G.L. c. 29, §29F, G.L. c. 149, §44C or G.L. c. 7, §38D, or any other applicable state or federal debarment provision, statute, rule or regulation.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, of _____,
Name & Title Name of Firm

hereby certify that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

CERTIFICATION OF EQUIVALENT SERVICE

I, the undersigned, hereby certify that the service described in this proposal offered to individuals with disabilities, including individuals who use wheelchairs or other mobility devices, is equivalent to the level and quality of service offered to individuals who do not require ADA complementary paratransit services in all functional respects as defined under 49 CFR 37, subpart F, and meets PVRTA's standards for ADA complementary paratransit service. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1. Response time**
- 2. Fares**
- 3. Geographic service area**
- 4. Hours and days of service**
- 5. Trip-purpose restriction**
- 6. Information and reservation capability**
- 7. Capacity or service-availability constraints**

I further understand that this certification will become a material part of any resulting contract and that misrepresentation or failure to maintain equivalency may result in contract termination or other remedies available under law.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

CERTIFICATION OF COMPLIANCE

I, _____,
Name & Title

hereby certify that _____ and any required subcontractors have
Name of Firm

established and implemented or will establish and implement, during the entire term of this contract, an anti-drug and alcohol misuse prevention program(s) in accordance with the terms of 49 CFR Part 653, Part 654 and Part 40.

Authorized Signature: _____

Date: ____ / ____ / ____

EXHIBIT F

PVTA'S RESERVATION OF RIGHTS AND DISCLAIMERS

Notwithstanding anything to the contrary in this RFP, and in addition to and not in limitation of the other provisions of the RFP, PVTA reserves the following rights and makes the following disclaimers:

The PVTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of PVTA and the general public, and not because of any legal requirement to do so.

The PVTA shall not be responsible in any manner for any costs associated with responses to this RFP.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Proposer or any third party, to waive any irregularities, to waive defects or non-compliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment shall, under the circumstances, best serve PVTA's interest.

The PVTA reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of PVTA to do so.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Proposal received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, whether or not any Proposal offers the highest monetary compensation to PVTA or any other public entity.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Proposer.

The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The furnishing of such information by PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to PVTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold PVTA, or any third party who advised or prepared a report for PVTA, liable or responsible therefore in any manner whatsoever.

The PVTA may, at any time, request further information from any Proposer, interview any Proposers to more fully understand their responses to this RFP, and require any Proposer to arrange a site visit for its Selection Committee.

The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.

Neither the expression of any Proposer's interest, nor the submission of any Proposer's qualifications and any documents or other information, nor the acceptance thereof by PVTA, nor any

correspondence, discussions, meetings or other communications between a Proposer and PVTa, nor a determination by PVTa that the Proposer is qualified hereunder, shall:

- (i) impose any obligation on PVTa to include the Proposer in any such further procedures which PVTa may utilize prior to the final selection of a Proposer,
- (ii) be deemed to impose any obligation whatsoever on PVTa to select the Proposer, or to enter into negotiations with the Proposer, or
- (iii) entitle the Proposers to any compensation or reimbursement for any costs or expenses incurred by the Proposer in connection with the Proposer's submission hereunder.

No costs of responding to the RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by PVTa.

The PVTa may consult individuals familiar with each Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposal. Submission of a Proposal in response to this RFP shall constitute permission for PVTa to make such inquiries, and authorization to third parties to respond thereto.

The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of PVTa upon their receipt thereof. The PVTa shall maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, Proposers shall nevertheless be aware that any information given to PVTa in response to this RFP or any correspondence, discussion, meeting, or other communication between the Proposer and the PVTa before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

Neither the members of PVTa nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Proposer or any third party with any liability or held liable to it under any term or provision of this RFP nor any statement made herein.

The PVTa reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, due to:

- (i) felonious or other criminal record in any jurisdiction (domestic or foreign);
- (ii) a determination by PVTa that the Proposer has failed to disclose any matter that materially relates to the fitness or ability of the Proposer to perform the work and Services associated with this development opportunity, or a conflict of interest; or
- (iii) a determination that such disqualification would serve the public interest.

The PVTa reserves the unqualified right to:

- (i) disqualify any prospective Proposer or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented;
- (ii) require any prospective Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or
- (iii) terminate any contract arising out of this RFP if, in the opinion of PVRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

EXHIBIT G

REQUIRED INSURANCE

All Vendors and their Subcontractors shall purchase and maintain insurance of the following types of coverages and limits of liability prior to the commencement of the Vendor's Work. Such coverage shall remain in effect for the entire term of the Vendor's Work and shall be obtained at the sole cost and expense of the Vendor. Evidence of all insurance coverage must be provided to Leland Zak, PVTA Procurement Officer prior to the commencement of the Vendor's Work in the form of insurance certificates and/or insurance policies, endorsements and riders.

The Contractor shall maintain the following insurance in force and effect during the term of services provided under this procurement. Liability policies shall name the Authority as an additional insured for the successful Contractor's full limits of coverages. Insurance coverage must include "door-to-door service" as described in this RFP. The insurance will protect the Contractor and the Authority from claims that may arise from the successful Contractor's negligence, alleged negligence, acts or omissions. The insurance coverage must be provided through insurance company/companies licensed to do business in the Commonwealth of Massachusetts and be acceptable to the Authority. The minimum limits of liability acceptable to the Authority include:

1. Commercial General Liability ("CGL")

(a) Limits of Insurance of not less than:

\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$50,000	Fire Damage
\$5,000	Medical Expense

(b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project or contract

(c) CGL coverage shall be written, and include the Broad Form Endorsement, on ISO Occurrence form CG 00 01-1093 or a substitute form providing equivalent coverage and shall cover liability arising from yet not limited to premises, operations, independent contractors, products – completed operations, and personal and advertising injury.

(d) The PVTA, and all other parties required of the PVTA shall be included as insureds on the CGLs, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) **and** CG 20 37 (10 01) or CG 20 33 (10 01) and CG 20 37 (10 01) or a substitute providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor(s). It shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

2. Automobile Liability

- (a) Business Automobile Liability with limits of not less than \$1,000,000 combined single limit.
- (b) PVTA and all other parties required of the PVTA shall be included as additional insureds on the auto policy.
- (c) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- (d) Business auto policy must include broadened pollution endorsement.

3. Commercial Umbrella

- (a) Umbrella limits must be at least \$5,000,000 with a per project aggregate.
- (b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- (c) Umbrella coverage for such additional insureds shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insureds other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Contractor.

4. Workers Compensation and Employers Liability

- (a) Employers Liability Insurance limits must be at least \$500,000 each accident for bodily injury by accident, \$500,000 each employee for injury by disease, and \$500,000 each disease – policy limit.

5. Professional Liability Policy

- (a) Professional limit must be at least \$1,000,000 per incident with a per project aggregate.
- (b) Professional coverage must include as insureds all entities that are additional insureds on the CGL.

6. Employment Practices Liability (EPLI)

- (a) EPLI limit must be at least \$1,000,000 per incident.
- (b) EPLI policy must include coverage for third parties.

Waiver of Subrogation

The Contractor waives all rights against PVTA and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business automobile liability, or workers compensation and employers liability insurance maintained per the requirements stated above.

Insurance Companies

All policies are to be issued and underwritten by insurance companies having an A.M. Best Rating of “A” or better. Insurers must provide PVTA with thirty (30) day notice of cancellation on all policies. Vendor must provide replacement certificates of insurance to PVTA at least thirty (30) days prior to the expiration or renewal date of each insurance policy.

NOTE: All policies, except Workers' Comp, shall identify PVTa as an additional insured and shall provide that PVTa shall receive written notification at least 30 (thirty) calendar days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to PVTa upon the execution of this Contract, but before the Project begins, and at least ten (10) calendar days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination

The Contractor will be responsible for paying all vehicle insurance during the term of procured service.

The Authority reserves the right to increase the amount or types of coverage after written notice to the Contractor at any time. In any event, such insurance coverage shall comply with statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by the Authority upon written request from the Contractor explaining the reasons therefore, and may be allowed at the sole discretion of the Authority and only after written notice to the Contractor.

Authority's Liability Insurance. The Authority may, at its sole discretion, cost and expense, obtain and maintain in force a commercial automobile liability insurance policy during the term of this Agreement, which insurance shall provide coverage in the sum of no less than Four Million and 00/100 Dollars (\$4,000,000.00) per accident (the "Coverage Amount"), for claims for bodily injury and/or death, or property damage, arising out of, or based upon the operation of leased vehicles by the Contractor. Each such insurance policy shall contain provisions under which all primary and additional named insured parties shall be afforded a full and complete defense in any and all legal proceedings based on any covered claim for damage to persons, including death, or damage to or destruction of property, arising under such policy, and based upon the operation of leased vehicles by the Contractor up to the amount of said insurance coverage. Any such coverage would be secondary to the primary insurance coverage required of the Contractor.

Specified Policies. Any insurance policy which the Authority shall be required to purchase and maintain, shall be in such form as is appropriate in the sole determination of the Authority. Contractor acknowledges and agrees that, due to the nature of the insurance industry and the potential losses sought to be covered by the policy referenced in this Article, it may not be possible, practicable, convenient or economical for the Authority to purchase and maintain said insurance in the Coverage Amount. Therefore, the Authority reserves the right to change, in its sole discretion and for any reason, the Coverage Amount, and doing so shall not constitute a breach of this Agreement and shall not give rise to any claim by the Contractor. Upon written request of the Contractor, the Authority shall furnish to the Contractor a certificate of insurance evidencing that such insurance may be in effect.

Retained Limit. For any insurance policy the Authority may purchase and maintain, the Authority shall be a self-insurer in respect of the first One Million Dollars (\$1,000,000) of the total amount of each accident arising out of the operation of the leased vehicles. The Authority, in its sole discretion and for any reason, reserves the right to change the amount of the self-insured retention, and doing so shall not constitute a breach of this Agreement and shall not give rise to any claim by the Contractor.

Any such self-insured retention would be secondary to the primary insurance coverage required of the Contractor.

Processing of Claims. Contractor shall provide prompt written notice to the Administrator of the Authority, or a designee of the Administrator, of any and all claims made by or against the Contractor, and/or the Authority, in connection with this Agreement and the Paratransit Agreement. Contractor shall also provide prompt written notice to Contractor's insurance company of any and all claims made by or against the Contractor, and/or the Authority, in connection with this Agreement and the Paratransit Agreement.

The Authority reserves the right to process, negotiate, settle, defend or prosecute any claims. The Authority shall also have the right to engage the services of its own claims representative or attorney in regard to such claims; however, the fees, expenses or other charges and costs relative thereto shall be borne by the Authority.

The Contractor shall have the right to engage the services of its own claims representative or attorney in regard to such claims; however, the fees, expenses or other charges and costs relative thereto shall be borne by the Contractor, and shall not be construed to be part of any compensation to be paid by the Authority pursuant to the terms of the Paratransit Agreement, whether by way of reimbursement or otherwise.

The Contractor shall have the sole responsibility for the processing, negotiation, settlement, defense or prosecution of said claims and any other claim not covered by any insurance policy.

Certificate of Insurance. 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 PVTA. PVTA shall be supplied with signed certificates of such insurance at least 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.

Subcontractors. Subcontractors shall purchase and maintain insurance of the following types:

1. Commercial General Liability ("CGL")

(a) Limits of Insurance of not less than:

\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$50,000	Fire Damage
\$5,000	Medical Expense

(b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project or contract

- (c) CGL coverage shall be written, and include the Broad Form Endorsement, on ISO Occurrence form CG 00 01-1093 or a substitute form providing equivalent coverage and shall cover liability arising from yet not limited to premises, operations, independent contractors, products – completed operations, and personal and advertising injury.
- (d) The PVTA, and all other parties required of the PVTA shall be included as insureds on the CGLs, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) **and** CG 20 37 (10 01) or CG 20 33 (10 01) and CG 20 37 (10 01) or a substitute providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor(s). It shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

2. Automobile Liability

- (a) Business Automobile Liability with limits of not less than \$1,000,000 combined single limit.
- (b) PVTA and all other parties required of the PVTA shall be included as additional insureds on the auto policy.
- (c) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- (d) Business auto policy must include broadened pollution endorsement.

3. Commercial Umbrella

- (a) Umbrella limits must be at least \$5,000,000 with a per project aggregate.
- (b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- (c) Umbrella coverage for such additional insureds shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insureds other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Subcontractor.

4. Workers Compensation and Employers Liability

- (a) Employers Liability Insurance limits must be at least \$500,000 each accident for bodily injury by accident, \$500,000 each employee for injury by disease, and \$500,000 each disease – policy limit.

5. Professional Liability Policy

- (a) Professional limit must be at least \$1,000,000 per incident with a per project aggregate.
- (b) Professional coverage must include as insureds all entities that are additional insureds on the CGL.

6. Employment Practices Liability (EPLI)

- (a) EPLI limit must be at least \$1,000,000 per incident.
- (b) EPLI policy must include coverage for third parties.

Waiver of Subrogation

The subcontractor waives all rights against PVTa and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business automobile liability, or workers compensation and employers liability insurance maintained per the requirements stated above.

Insurance Companies

All policies are to be issued and underwritten by insurance companies having an A.M. Best Rating of "A" or better. Insurers must provide PVTa with thirty (30) day notice of cancellation on all policies. Vendor must provide replacement certificates of insurance to PVTa at least thirty (30) days prior to the expiration or renewal date of each insurance policy.

NOTE: All policies, except Workers' Comp, shall identify PVTa as an additional insured and shall provide that PVTa shall receive written notification at least 30 (thirty) calendar days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to PVTa upon the execution of this Contract, but before the Project begins, and at least ten (10) calendar days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination

Prior to commencing its work the Subcontractor shall provide PVTa with a certificate of insurance evidencing the required insurance coverages. Under no circumstances is the Subcontractor authorized to commence its work without providing PVTa with proof of adequate insurance.

The Subcontractor's subcontractors must carry the insurance limits as set forth in this RFP. The Subcontractor's subcontractor must defend, indemnify, and hold Contractor harmless and, if requested by Contractor, the Owner, their consultants, agents and employees of any of them, from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons including subcontractor's employees, or damage to or destruction of property, or any bond obtained for the same, arising out of or resulting from any act or omission, or alleged act or omission, of Subcontractor's subcontractor, its employees or agents, whether caused in part by a party indemnified hereunder.

Additionally Insured Requirement. PVTa shall be listed as an "additional insured" on all policies as its interests appear under the terms of the contract. At the request of PVTa the Contractor shall have its insurance company mail a complete copy of the policy within thirty, (30) days of such request.

Insurance Review. All insurance is subject to review by an insurance agent/consultant chosen by the Authority in the event the Authority deems it necessary.

EXHIBIT H

FEDERALLY REQUIRED CONTRACT CLAUSES

The FRC Clauses shall apply equally to the Contractor as they do to the Authority, and the Contractor shall indemnify and hold the Authority harmless for any liability it may incur as a result of the Contractor's failure to act in compliance with the FRC Clauses.

No Federal Government Obligations to Third Parties *Applicable to all contracts*

In connection with the Project, the Contractor acknowledges that, absent the Federal Government's express written consent, the Federal Government shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement. The Contractor shall include the substance of this clause in each subcontract (FTA Master Agreement v33 § 3(l)).

False or Fraudulent Statements or Claims *Applicable to all contracts*

The Contractor acknowledges and agrees that: (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Contractor's activities in connection with the Project. By executing the Grant Agreement, Cooperative Agreement, or Contract for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate. (2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate (FTA Master Agreement v33 § 4)).

Access to Third Party Contract Records and Audits *Applicable to all contracts*

The Contractor agrees to provide, and require its third party subcontractors (at as many tiers as required), to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records (at any tier) pertinent to the Federal award to perform audits, execute site visits, or for any other official use and to

any further extent required by 49 U.S.C. § 5325(g), and 2 CFR §§ 200.337–338. The Contractor further agrees to require its third party subcontractors (at any tier), to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA (FTA Master Agreement v33 § 16(s)).

Changes to Federal Requirements *Applicable to all contracts*

The Contractor acknowledges that Federal laws and regulations control Project award and implementation. The Contractor also acknowledges that Federal directives, as defined in the Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Contractor understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Awarding Authority and/or the Contractor may incur a violation of the terms of the Grant Agreement or Cooperative Agreement or the Master Agreement if it implements an alternative procedure or course of action not approved by FTA. The Contractor understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Applicant executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Contractor understands that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing. FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Applicant/Contractor signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or the Master Agreement. To accommodate changing Federal requirements, the Contractor agrees to include in each agreement with each subcontractor implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in the Master Agreement are minimum requirements, unless modified by FTA. The Contractor and each of its subcontractors shall comply with all applicable FTA regulations, policies, procedures, and directives, including those listed in FTA Master Agreement v33, 2 CFR Part 200, FTA Circular 4220.1G, and 49 U.S.C. Chapter 53, as amended by the FAST Act and the Infrastructure Investment and Jobs Act (IIJA/BIL) (FTA Master Agreement v33 § 3(i)(6)).

Termination *Applicable to all contracts over \$10,000*

Upon written notice, the Contractor understands that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or

violation of the Grant Agreement or Cooperative Agreement for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project. (2 CFR § 200.340–343).

Termination for Convenience (General Provision)

The PVTa may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PVTa to be paid the Contractor. If the Contractor had any property in its possession belonging to the PVTa, the Contractor will account for the same and dispose of it in the manner the PVTa directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the PVTa may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the PVTa that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the PVTa, after setting up a new delivery performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The PVTa in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to PVTa 's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the PVTa setting forth the nature of said breach or default, PVTa shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude PVTa from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that PVTa elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by PVTa shall not limit PVTa's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the PVTA may terminate this contract for default. The PVTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The PVTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to; complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PVTA in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, acts of God, acts of PVTA, acts of another Contractor in the performance of a contract with the PVTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor within [10] days from the beginning of any delay, notifies the PVTA in writing of the causes of delay. If in the judgment of the PVTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the PVTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the PVTA (FTA Master Agreement v33 § 16(d)(2)).

Civil Rights *Applicable to all contracts*

The Contractor agrees to comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to comply with all applicable provisions of FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients (2012), any subsequent amendments, and any other applicable Federal directives that may be issued.

- c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to comply with all applicable Federal EEO directives that may be issued. Accordingly:
- i) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii) **Equal Employment Opportunity Requirements for Construction Activities.** For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project (FTA Master Agreement v33 § 12).

Disadvantaged Business Enterprise *Applicable to all contracts*

To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, and third party contractor participating at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable in accordance with FTA DBE program requirements under 49 CFR Part 26, as amended, and U.S. DOT guidance. Therefore:

1. The Contractor agrees and assures that it will comply with 49 U.S.C. § 5332 and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease or third party contract, supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, and third party contracts supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Contractor's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of

the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age (FTA Master Agreement v33 § 12(e)).

Incorporation of FTA Terms *Applicable to all contracts*

The Contractor agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as subsequently enacted to the extent applicable; with applicable U.S. DOT third party procurement regulations subject to FTA Master Agreement v33 and the requirements of 2 CFR Part 200, and with other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1G, "Third Party Contracting Requirements," and with any subsequent revision to that circular, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to specific third party contract work to be performed (FTA Master Agreement v33 § 16 (a)(3)).

Debarment and Suspension *Applicable to all contracts over \$25,000*

In accordance with 2 CFR 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200 the Contractor certifies and agrees as follows:

- a. **Certification:** The Contractor, its principals, and any affiliates are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted programs by any federal department or agency.
- b. **Ongoing Obligation:** The Contractor shall immediately notify the Agency if, during the term of this Agreement, it or any of its principals become debarred, suspended, proposed for debarment, or otherwise ineligible to participate in federal programs.
- c. **Flow-Down:** The Contractor shall ensure that all lower-tier subcontractors and participants comply with these requirements and include this clause in all subcontracts or agreements funded under this Agreement.

- d. Remedies for Noncompliance: Any violation of this clause shall constitute a material breach of this Agreement and may result in suspension, termination, or other remedies available to the Agency under law or this Agreement (FTA Master Agreement v33 § 16(d)(7)).

Lobbying Restrictions *Applicable to all contracts over \$100,000*

In accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended, and applicable federal requirements, the Contractor certifies and agrees as follows:

- a. Certification: The Contractor certifies, to the best of its knowledge and belief, that no federal funds provided under this Agreement have been or will be used to pay any person to influence, or attempt to influence, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, cooperative agreement, or loan. In addition, the Contractor will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and the Contractor will comply, and will assure the compliance of each subcontractor, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- b. Disclosure of Lobbying: The Contractor shall disclose any lobbying activities as required by 31 U.S.C. §1352 and 2 CFR 200.450, including the filing of Standard Form-LLL ("Disclosure of Lobbying Activities") if any funds other than federal funds have been used for lobbying.
- c. Flow-Down Requirement: The Contractor shall require all lower-tier subcontractors and participants to comply with this clause and include a certification or disclosure consistent with this provision.
- d. Consequences of Noncompliance: Any violation of this clause shall be treated as a material breach of this Agreement and may result in remedies including, but not limited to, suspension, termination, withholding of payments, or other actions as permitted under law or this Agreement (FTA Master Agreement v33 § 4(c)).

Clean Air and Clean Water Acts *Applicable to all contracts over \$150,000*

For all contracts exceeding \$150,000 the Contractor shall: a. Comply with Clean Air Act (42 U.S.C. § 7401-7671q, 2 CFR Appendix II (G)) and Federal Water Pollution Control Act (33 U.S.C. § 1251-1388 as amended & 2 CFR 200 Appendix II (G)) requirements, including inspection, monitoring, reporting, and facility compliance. b. Ensure that no work is performed at facilities listed on the EPA's Violation List, or notify the Agency if such a facility is intended for use. c. Include this clause in all subcontracts. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (FTA Master Agreement v33 § 16(d)(6)).

Fly America *Applicable to all contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation*

The Contractor agrees to comply with the Fly America Act (49 U.S.C. § 40118) and U.S. DOT regulations at 41 CFR Part 301-10.131-301-10.143 by using U.S.-flag air carriers for international air transportation funded in part by FTA, unless service by a foreign carrier is a necessity as defined in the Act. If a foreign air carrier is used, the Contractor shall submit a certification or memorandum explaining why U.S.-flag service was unavailable or why it was necessary, and shall provide a certificate of compliance. These requirements must flow down to all subcontractors involved in international air travel (FTA Master Agreement v33 § 15(d)).

Public Transportation Employee Protective Arrangement *Applicable to all transit operations contracts*

If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Contractor agrees to comply with the applicable requirements for its Project as follows:

- (1) **Standard Public Transportation Employee Protective Arrangements.** To the extent that the Project involves public transportation operations and as required by Federal law, the Contractor agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of Subsection 24.d(1) of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2), or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.
- (2) **Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.** To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subcontractor participating a Project authorized by 49 U.S.C. § 5310(b)(2) or 49 U.S.C. § 5310 note, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Contractor agrees to implement the

Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

- (3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto (FTA Master Agreement v33 § 24(d)).

Charter Service Operations *Applicable to all operations and management contracts*

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d), (g), and (r) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Contractor has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the Charter Service Agreement, if a pattern of violations of that agreement is found, the violator will be barred in whole or in part from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT. If the Contractor failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations as covered by FTA's Charter Service regulations, the Contractor understands and agrees that:

- i) the requirements of 49 C.F.R. Part 604 and any subsequent amendments thereto will apply to any charter service it or its subcontractors, lessees, or third party contractors provide;
- ii) the definitions of 49 C.F.R. Part 604 will apply to this Charter Service Agreement, and
- iii) a violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation (FTA Master Agreement v33 § 28).

School Bus Operations *Applicable to all operations and management contracts*

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Contractor has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that School Transportation Operations Agreement, the violator will be barred from receiving Federal transit

assistance in an amount to be determined by FTA or U.S. DOT. The Contractor understands and agrees that:

- i) the requirements of 49 C.F.R. Part 605 will apply to any school transportation service it or its subcontractors, lessees, or third party contractors provide,
- ii) the definitions of 49 C.F.R. Part 605 will apply to this School Transportation Agreement, and
- iii) a violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation (FTA Master Agreement v33 § 29).

Drug and Alcohol Testing *Applicable to all transit operations contracts*

Drug-Free Workplace: The Contractor agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq. Comply with U.S. DOT regulations, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and Follow and facilitate compliance with U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

Alcohol Misuse and Prohibited Drug Use: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 U.S.C § 5331, 49 C.F.R. parts 40 and 655 and agrees to produce any documentation necessary to establish its compliance and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Commonwealth of Massachusetts, or PVRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process (FTA Master Agreement v33 § 35).

Contracts Involving Federal Privacy Act Requirement *Applicable to all contracts*

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: Compliance with the Privacy Act of 1974: The Contractor agrees to comply with, and ensures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. This includes obtaining the express consent of the Federal Government before operating a system of records on its behalf. The Contractor acknowledges that the Privacy Act's civil and criminal penalties for violations apply to individuals involved, and non-compliance may result in termination of the underlying contract.

Subcontractor Compliance: The Contractor agrees to include these requirements in each subcontract where the subcontractor administers a system of records on behalf of the Federal Government, financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA).

Recovered Materials and Solid Waste *Applicable to all operations and management, construction, and materials & supplies contracts where the annual purchase of EPA-selected items equals or exceeds \$10,000*

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and

U.S. Environmental Protection Agency (EPA) regulations at 40 CFR Part 247. In the performance of this contract, the Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR Part 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor also agrees to provide reasonable estimates, certifications, and other documentation to demonstrate compliance upon request of the Recipient, FTA, or EPA. This requirement flows down to all subcontractors and subawards (FTA Master Agreement v33 § 16(d)(9)).

Energy Conservation *Applicable to all contracts*

The Contractor shall comply with mandatory energy efficiency standards and policies derived from the State Energy Conservation Plan under the Energy Policy and Conservation Act, as amended (42 U.S.C. § 6321 et seq.), and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C, and comply with any applicable state or local energy policies. This obligation extends to all subcontractors (FTA Master Agreement v33 § 26(i)).

Access for Individuals with Disabilities *Applicable to all contracts*

The Contractor agrees to comply with 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing (FTA Master Agreement v33 § 12(h)).

Contract Work Hours and Safety Standards Act *Applicable to all contracts over \$100,000 that involve the employment of mechanics or laborers*

The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project with 40 U.S.C. §§ 3701-3708), specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. The Contractor agrees to comply, and assures the compliance of each subcontractor at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5 (FTA Master Agreement v33 § 16(d)(3)).

Safe Operation of Motor Vehicles *Applicable to all contracts*

- 1) Seat Belt Use: In implementation of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217) PVTA has adopted and promotes on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company- leased" refer to vehicles owned or leased either by the Contractor or PVTA.
 - a. The third party (Contractor) shall adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned

vehicles, company- rented vehicles, or personally operated vehicles and shall require all employees and subcontracted employees to use seat belts while on PVTa property and in connection to all PVTa projects, including but not limited to: driving to the job site, leaving the job site, picking up/delivering materials, and disposing of waste.

- 2) Distracted Driving, Including Text Messaging While Driving: The PVTa complies with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - I. Safety. The PVTa adopts workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award.
 - II. Recipient Size. The PVTa agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The third party (Contractor) shall comply with the preceding Special Provision (i) – (ii) to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement; and to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. The third party (Contractor) shall include this Special Provision in each subagreement at each tier (FTA Master Agreement v33 § 34).

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Applicable to all contracts

In accordance with 2 CFR 200.216, 2 CFR 200.471, and applicable federal law and guidance, the Contractor certifies and agrees as follows:

Prohibition: The Contractor shall not use, provide, or procure any covered telecommunications equipment or services, or any video surveillance equipment or services, from entities identified by the U.S. government as prohibited under federal law for use in federally funded contracts. This includes, but is not limited to, equipment or services produced by Huawei, ZTE, Hytera, Hikvision, Dahua, or other entities specified by the Federal Acquisition Regulation (FAR) or other federal guidance.

Compliance and Flow-Down: The Contractor shall ensure compliance with this prohibition in all lower-tier subcontracts or agreements. The Contractor shall require subcontractors and vendors to certify that they do not provide prohibited covered telecommunications or video surveillance equipment or services.

Reporting and Mitigation: The Contractor shall promptly report to the Agency any use or discovery of prohibited equipment or services in connection with this Agreement and shall take immediate corrective action to remove or replace such equipment or services.

Breach: Any violation of this clause shall constitute a material breach of this Agreement and may result in suspension, termination, or other remedies available to the Agency under law or this Agreement.

Federal Tax Liability and Recent Felony Convictions *Applicable to all contracts*

In accordance with FTA Master Agreement Version 33, Section 4(g) and DOT Order 4200.6, the Contractor certifies that:

1. Federal Tax Compliance: The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. Felony Convictions: The Contractor has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot certify to either of the above, the Recipient shall refer the matter to FTA and shall not to enter into any Third Party Agreement without the Agency's written approval. The Contractor shall require all lower-tier participants to include this certification in their agreements (FTA Master Agreement v33 § 4(g)).

Prompt Payment to Subcontractors *Applicable to all contracts*

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency. (49 CFR § 26.29).

Domestic Preference for Procurements "Build America, Buy America" *Applicable to all contracts*

As appropriate and to the extent consistent with law, the Contractor shall comply with all applicable domestic preference requirements under the Build America, Buy America Act (BABA), Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), codified at 2 CFR Part 184.6 and implemented through 2 CFR Part 200. through a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. For purposes of this clause:

"Produced in the United States" means iron, steel, manufactured products, or construction materials that are manufactured in the United States or substantially all of the components are of U.S. origin, consistent with 2 CFR Part 184.

“Construction materials” include non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall. The Contractor must comply with 2 CFR § 200.322, 2 CFR Part 184, and must flow down this requirement to all subcontractors. This domestic preference is separate from, and in addition to, FTA’s Buy America requirements under 49 U.S.C. § 5323(j) and 49 CFR Part 661, which remain applicable where triggered (FTA Master Agreement v33 § 15(b)).

Notification of Fraud, Waste, Abuse and Disputes, Breaches, Litigation *Applicable to all contracts over \$25,000*

The Contractor acknowledges:

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the PVTa shall promptly notify, in writing, the FTA Chief Counsel and FTA Regional Counsel for the Region in which the PVTa is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
3. **Additional Notice to U.S. DOT Inspector General.** The PVTa must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the PVTa is located, if the PVTa has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the PVTa and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of the PVTa. It also applies to subcontractors at any tier; a contractor must include an equivalent provision in its subagreements. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the PVTa. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the PVTa, including divisions tasked with law enforcement or investigatory functions (FTA Master Agreement v33 § 39(b)(3)).

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party (Contractor), based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the PVTa may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the PVTa receives FTA's prior written concurrence.

(d) Enforcement. The PVTa must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project. FTA encourages the use of alternative dispute resolution procedures, as may be appropriate (FTA Master Agreement v33 § 39)

Remedies for Breach of Contract *Applicable to all contracts over \$150,000*

In accordance with 2 CFR 200 Appendix II (A), the Contractor agrees that:

1. Agency Remedies: If the Contractor fails to perform any obligation under this Agreement or violates any provision of this Agreement, the Agency may exercise any or all remedies available under law or equity, including but not limited to:
 - a. Withholding payment;
 - b. Termination of the Agreement, in whole or in part, for cause;
 - c. Recovery of damages or overpayments;
 - d. Suspension or debarment from future federally funded contracts; and
 - e. Any other remedies provided under applicable law or the terms of this Agreement.
2. Non-Exclusive Remedies: The remedies provided in this clause are cumulative and in addition to any other remedies available at law or equity. The exercise of one remedy does not preclude the exercise of any other remedy.
3. Flow-Down Requirement: The Contractor shall include a provision with substantially the same effect in all subcontracts and agreements funded under this Agreement.
4. Material Breach: Any breach of this Agreement by the Contractor shall be deemed material and may result in enforcement of the remedies listed above.

EXHIBIT I

SAMPLE CONTRACT

This Agreement, effective as of _____, 2026, by and between the PIONEER VALLEY TRANSIT AUTHORITY, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the General Laws of Massachusetts, with a usual address of 2808 Main Street, Springfield, Massachusetts 01107 (the “PVTa” or the “Authority”), and X., a state Corporation qualified to do business in the Commonwealth of Massachusetts, with a usual address of X (the “Contractor”).

WHEREAS, the Authority is the recipient of certain funds from the U.S. Department of Transportation (“DOT”), Federal Transit Administration (“FTA”), and the Commonwealth of Massachusetts; and

WHEREAS, the FTA requires that services such as those contemplated hereunder be procured through a Request for Proposals for Special Services Management in accordance with the provisions of certain Third-Party Contracting Guidelines promulgated by the FTA, as amended from time to time, which are incorporated herein by reference; and

WHEREAS, pursuant to said FTA Guidelines, the Authority has solicited operations and management services and selected Contractor to furnish such services; and

WHEREAS, the Contractor and the Authority hereby agree that Contractor will furnish operations and management services in accordance with the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are intended and shall be construed to be integral parts of this Agreement.
2. Term. The term of this Agreement shall be from July 1, 2026 through June 30, 2029. The Authority may elect to exercise options to extend the Agreement for two (2) additional and consecutive one-year terms under mutual consent from both parties.
3. Federal Requirements and Request for Proposals. This Agreement is funded in part under a financial assistance agreement between the Authority and the FTA (“FTA Agreement”), a copy of which may be obtained upon written request directed to the Authority’s Administrator (“Administrator”). This Agreement is subject to all provisions prescribed for third party contracts by the FTA Agreement, which is incorporated herein by reference, including, but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as Exhibit A (“FRC Clauses”) and made a part hereof. In addition, the PVTa Request for Proposals entitled PVTa Request for Proposals #26-006 (the “RFP”) and the Contractor’s response thereto (the “Response”) are hereby incorporated herein by reference and as Exhibit B. The Contractor is bound to this Agreement, the FTA Agreement, FRC Clauses, RFP and Response, all of which constitute the “Contract Documents.” In the event of any conflict or inconsistency between or among the individual Contract Documents, the terms of the following individual Contract Documents shall control in accordance with the following order of precedence:

- A. FTA Agreement.
- B. Federally Required Contract Clauses.
- C. Contract/Agreement.
- D. Solicitation Document.
- E. Contractor Response

In all other instances where the above order of precedence does not resolve any inconsistency or conflict, the terms that require the greater quantity or better quality of services of the Contractor shall control.

4. Scope of Services.

- a. Specifications and Standards. The Contractor shall perform the services specified in Exhibit B, attached hereto and made a part hereof. The Contractor agrees to comply with the Authority's service standards as specified in Exhibit B, attached hereto and made a part hereof.
- b. Compliance with Laws/ADA. The Contractor agrees to provide paratransit service in compliance with all applicable laws and regulations, including, but not limited to, the provisions for public transportation services established by Title II of the Americans with Disabilities Act ("ADA") of 1990, as amended, and the provisions of Title 49, Code of Federal Regulations ("CFR") Parts 37 and 38, as amended.

5. Compensation. The Authority agrees to pay the Contractor for the actual number of trips (ADA/Dial-A-Ride), number of trips (Micro-Transit), and fixed-route hours performed by the Contractor [as defined in the RFP] and for the monthly fixed fee [as defined in the RFP] as follows:

- Effective July 1, 2026:
 - Fixed Fee: \$X per month
 - ADA/Dial-A-Ride: \$X per trip
 - Micro-Transit: \$X per trip
 - Fixed-Route: \$X per hour
- Effective July 1, 2027:
 - Fixed Fee: \$X per month
 - ADA/Dial-A-Ride: \$X per trip
 - Micro-Transit: \$X per trip
 - Fixed-Route: \$X per hour
- iii. Effective July 1, 2028:
 - Fixed Fee: \$X per month
 - ADA/Dial-A-Ride: \$X per trip
 - Micro-Transit: \$X per trip
 - Fixed-Route: \$X per hour

Option Years:

- iv. Effective July 1, 2029 (if exercised):
 - Fixed Fee: \$X per month
 - ADA/Dial-A-Ride: \$X per trip
 - Micro-Transit: \$X per trip
 - Fixed-Route: \$X per hour
- v. Effective July 1, 2030 (if exercised):
 - Fixed Fee: \$X per month
 - ADA/Dial-A-Ride: \$X per trip
 - Micro-Transit: \$X per trip
 - Fixed-Route: \$X per hour

In the event that the Authority reduces scheduled Peak Service Hours and Off- Peak Service Trips due to inclement weather, riot, strike, act of God, or other reason, the Authority shall compensate the Contractor only for the actual Peak Service Hours and Off-Peak Service Trips performed and not for the Peak Service Hours and Off-Peak Service Trips scheduled.

If the Peak Service Hour window decreases materially from the levels provided in the RFP, the Contractor may make a written request for an increase in its Peak Service Hour Rate if such an increase is necessary to maintain Contractor's Cost Proposal Form ratio for variable cost relative to total compensation. Contractor must make such written request no later than fourteen days from the date of such decrease, or the Contractor's right to make such a request shall be irrevocably waived. In the event that the Contractor makes a timely request and proves to the satisfaction of the Authority that

- (1) there has been a material decrease in the Peak Service Hour window and
- (2) an increase in the Contractor's Peak Service Hour Rate is necessary to maintain the aforesaid ratio,

the Authority and Contractor will in good faith negotiate a reasonable increase in such rate. In the event of any rate increase, Contractor's fixed cost components shall remain constant in dollar value while the rate per revenue hour increases to allow variable cost components to remain at the same percentage of total costs as represented in the Cost Proposal Form.

Conversely, if the Peak Service Hour Window increases, the Authority and the Contractor agree to negotiate, in good faith, a reduction in the Contractor's Peak Service Hour rate.

- 6. Performance Standards. The On-Time Performance Standard under this Agreement is 95% to 100%, as described in the RFP. The goal of the parties is to work to increase the Productivity Ratio (customer trips per hour) to and above.
 - (i) The Authority and the Contractor agree to work diligently and cooperatively to meet and exceed these Performance Standards and others that the Authority has or may, from time to time, adopt.
- 7. Reporting.
 - a. Statement of Services. Within ten (10) calendar days after the last day of each calendar month, the Contractor shall submit to the Authority a statement in form satisfactory to the PVTA's Chief Financial Officer containing the following data relative to the services provided during such calendar month:

- i. The amount and source of revenues collected by the Contractor relating to this Agreement.
- ii. The itemized accounting of expenditures, including those related to personnel, equipment and supplies.
- iii. Service characteristics and paratransit trip statistics, in form satisfactory to the PVTa, recording all breakdowns, inability to meet schedules, inability to comply with passenger requests for service, new employee information form, and complaints from residents of the Authority within which the service is provided.
- iv. A complete employee list, mileage data, Quality Service Award nominations and MAP reports.
- v. The scheduled number of Peak Service Hours and Off-Peak Service Trips and the actual number of Peak Service Hours and Off-Peak Service Trips performed.

Invoices shall be paid through the provisions set forth in the RFP.

8. Authority's Additional Powers.

- a. Authority shall have the right from time to time to adopt policies and make rules consistent with the express provisions of this Agreement. Contractor is required to comply with all policies and rules existing as of the date of this Agreement, and such policies and rules are incorporated herein by reference. In the event that the Authority changes its existing policies and rules or enacts new ones following the date of this Agreement (collectively, "Rule Change"), which it may do in its discretion, the Authority will endeavor to inform Contractor of such changes or enactments; provided, however, that the Authority's good faith failure to so inform the Contractor shall not relieve the Contractor of its responsibility, hereby imposed, to inquire, learn and know of any policies and rules promulgated by the Authority before or after the date of this Agreement.
- b. In the event that the Contractor is of the opinion that any Rule Change is inconsistent with this Agreement, it must advise the Authority of such opinion in writing within 30 days from the date of the Rule Change, failing which the Contractor shall be bound by the Rule Change. In the event that the Contractor timely informs the Authority of an alleged inconsistency, the Administrator shall make a determination of whether the alleged inconsistency exists.
- c. In the event that the Administrator finds that the alleged inconsistency exists, the Contractor will not be bound by such policy or rule; conversely, if the Administrator finds that there is no such inconsistency, the Contractor will be bound by such policy or rule. The Administrator's determination shall be final and binding on the Contractor.
- d. If, in the sole discretion of the Authority, the Contractor fails to comply with any policy or rule to which it is bound pursuant to the provisions hereof, the Authority may either (1) terminate this Agreement for cause, or (2) request in writing that the Contractor immediately commence compliance with such policy or rule. In the event that the Contractor is requested to commence compliance with the policy or rule but fails to do so to the satisfaction of the Authority, the Authority may terminate this Agreement for cause.
- e. In the event that any Rule Change directly and solely causes a material increase to Contractor's cost of providing service under this Agreement, the Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such Rule Change and must substantiate and document the alleged material increase in cost, or the Contractor's right to make such request shall be

irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the Authority that the Rule Change directly and solely caused a material increase in its costs, the Authority and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.

9. Indemnification. The Contractor agrees to defend, indemnify and save harmless the Authority against, for and from any and all claims, damages, causes of action, costs, expenses, including attorneys' fees, arising out of any act or failure to act of the Contractor or Contractor's employees, subcontractors and agents, and Contractor shall also defend, indemnify and save harmless the Authority as provided in Article 15 of the Motor Vehicle Lease Agreement between the Authority and the Contractor, which Agreement is referred to in Article 11 hereof and incorporated herein by reference.

Subcontractor agrees to defend, indemnify, and hold PVTa (hereinafter PVTa) harmless and, if requested by PVTa, their consultants, agents and employees of any of them, from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons including subcontractor's employees, or damage to or destruction of property, or any bond obtained for the same, arising out of or resulting from any act or omission, or alleged act or omission, of Subcontractor, its employees or agents, whether caused in part by a party indemnified hereunder.

Subcontractor's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

10. Termination

- a. Termination for Convenience. The Authority may terminate this Agreement, in whole or in part, for its convenience and without cause with at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for convenience, the Authority shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination.
 - i. Non-Waiver of Breach. In the event that the Authority elects to waive any of its remedies for any breach by the Contractor of any covenant, term or condition of this Agreement, which can be accomplished only in a writing signed by the Administrator stating unequivocally the Authority's intention to waive any of its remedies, such waiver by the Authority shall not limit and shall not be deemed a waiver of any other rights or remedies available to the Authority, nor the Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- b. Termination for Cause. If the Contractor fails, in the sole discretion of the Authority, to perform its services in accordance with any of the terms of the Contract Documents, the Authority may terminate this Agreement for cause by giving written notice to the Contractor. Such termination shall be effective immediately, unless the Authority states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the Authority, subject to the Authority's withholding of the value of any damages sustained by the Authority due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without

cause, such termination shall be deemed and constitute a termination for convenience and shall therefore not be deemed and shall not constitute a breach of contract by the Authority.

NOTE: In the event of any termination of this Agreement by the Authority, the Contractor agrees that, irrespective of any dispute it may have with the Authority, it shall promptly and diligently cooperate with the Authority in transferring promptly to the Authority or its designee all vehicles, equipment, documents and records requested by the Authority, and all communications, operations, management and other functions formerly managed by the Contractor. The Contractor understands and agrees that its failure to comply with this provision will result in irreparable harm to the Authority for which the Authority may and is hereby authorized to obtain injunctive relief from a court of competent jurisdiction. Contractor agrees that, in the event it fails to comply strictly with this provision, it shall be liable to the Authority for all direct, indirect, consequential and special damages sustained by the Authority in connection with such failure, as well as for all other costs and expenses, including attorneys' fees, incurred by the Authority to obtain injunctive relief, and to recoup and mitigate its damages.

11. Motor Vehicle Lease Agreement. The parties hereto acknowledge and affirm that, simultaneously with the execution of this Agreement, a Motor Vehicle Lease Agreement was entered into between the Authority and the Contractor, which is incorporated herein by reference. In the event that either agreement is terminated in accordance with the terms thereof, the other agreement shall be construed to be terminated at the same time. In the event of any conflict or inconsistency between and among the terms of this Agreement and the Motor Vehicle Lease Agreement, the terms requiring the greater quantity or better quality of services of the Contractor shall control.
12. Survival of Obligations. In the event of the termination of this Agreement and/or the Motor Vehicle License Agreement, the Contractor shall remain bound to paragraphs 6, 8, 11 and 15 of this Agreement, which shall survive the termination of this Agreement. The Contractor shall remain liable to account to the Authority for all monies received by it and shall prepare records concerning the administration of this Agreement through and including the termination date.
13. Nondiscrimination.
 - a. Compliance with Title VI. The Contractor agrees that, in all hiring, employment or service concerned with this Agreement or provided hereunder, there will not be any discrimination against any employee or passenger because of race, color, religion, sex, age, sexual preference, or national origin, and that it complies in all respects with the provisions of Title VI of the Civil Rights Act of 1964. There shall be posted in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Article 13.
 - b. Elderly and Disabled Persons Defined. For purposes of this Agreement, a qualified elderly resident of the Authority within which such service is provided shall be defined as a person who has attained the age of sixty (60) years and resides in said Authority. A qualified disabled resident of the Authority within which such service is provided shall be defined as a person who has completed and submitted an ADA application to the PVRTA, and whose application has been approved in accordance with the PVRTA's ADA application process. The ADA application process is governed by applicable federal ADA guidelines.
14. Compliance with Laws and Regulations. The Contractor shall adhere to all applicable federal, state and local laws, regulations and policies, and to all standards and regulations established

by the Authority for work performed on the Contractor's premises, with its equipment or under its auspices.

15. Conduct of Contractor's Employees. Employees of the Contractor, and of its agents and subcontractors, are expected to conduct themselves at all times in a professional, responsible and courteous manner, and to refrain from conduct which undermines the public confidence in, and the public responsibilities of, the Contractor or the PVTa.

16. Drivers Barred from Use and Operation of Authority-owned Vehicles. Any employee, servant, contractor or subcontractor of the Contractor, or of any other Authority contractor that utilizes employees, servants, contractors or subcontractors to use and operate Authority-owned vehicles (the "Driver"), who while operating any Authority-owned vehicle is involved in a motor vehicle incident or accident (the "New Incident") resulting in a claim for damage to any Authority-owned vehicle or any other motor vehicle or property, or resulting in a claim of injury to any natural person, shall be barred from using or operating any Authority-owned vehicle if:

- a. the Driver while using or operating a Authority-owned vehicle at any time, i.e., even a date prior to the effective date of this Agreement, was involved in two (2) or more previous motor vehicle incidents or accidents (the "Prior Incidents") resulting in a claim for damage to any Authority-owned vehicle or any other motor vehicle or property, or resulting in a claim of injury to any natural person, during the five hundred forty (540) consecutive day period immediately prior to the New Incident; and
- b. the Authority in its sole and absolute discretion determined the Driver to be wholly or partially at fault in connection with both the Prior Incidents and the New Incident. In the event that the Driver uses or operates an Authority-owned vehicle leased or assigned to the Contractor, notwithstanding that such Driver has been barred from using or operating an Authority-owned vehicle pursuant to the provisions set forth in the immediately foregoing sentence and the Authority has provided the Contractor with notice of the Driver's debarment, then the Contractor shall indemnify, reimburse, hold harmless and defend the Authority from and against any claim or action brought or threatened against the Authority, or its insurers, Advisory Board members, employees, successors or assigns, arising under or relating to such barred Driver's use or operation of an Authority-owned vehicle. Notwithstanding the foregoing, the PVTa reserves the right to request any driver be removed from operating a PVTa for any justifiable reason.

17. General Provisions.

- a. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. Any dispute arising out of this Agreement shall be brought in the Massachusetts Superior Court, Hamden County, to whose jurisdiction Contractor submits.
- b. Captions. The paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- c. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in regard to the transactions contemplated hereby, and supersede all prior discussions, agreements and understandings relating to the subject matter hereof. This Agreement shall not be amended or modified except by a written document, signed by all of the parties hereto. The signatures shall be the actual, full, genuine, handwritten signatures of each of the parties

hereto, and not printed signatures, stamped signatures, initials or initialized signatures, telegram signatures, facsimile signatures, typewritten signatures, e-mail signatures or signatures produced or reproduced by any electronic, printed or other means.

- d. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
 - e. Authorization. The representatives signing this Agreement on behalf of the parties hereto certify that they are fully authorized to do so by the party for which they are signing this Agreement.
18. Assignment. This Agreement may not be assigned by Contractor without the prior written approval of the Authority. The Authority may also terminate this Agreement should Contractor undergo a change of legal control. The initial public offering of the common stock of Contractor shall not be considered a change of control requiring the approval of the Authority.
19. Cross Hiring. Contractor and Authority agree that during the term of this Agreement, neither party shall hire an employee or former employee of the other party without the prior written approval of the other party. The term "former employee" as used in this provision shall mean an employee who has separated from his/her employment within the twelve months prior to employment with the other party, provided that this paragraph shall cease to have any effect after the termination of this Agreement.
20. Federal, State, Local Changes of Law. In the event that any change in Federal, State or Local law, rule or ordinance ("Legal Change") directly and solely causes a material increase in Contractor's operating costs, including, but not limited to, an increase in the minimum wage or the imposition of mandatory health insurance coverage, Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such change, or the Contractor's right to make such request shall be irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the Authority that there has been a Legal Change, and such change has directly and solely caused a material increase in the Contractor's costs, the Authority and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.
21. The parties acknowledge that _____ has been identified as the Contractor's Project or General Manager for the PVTA Agreement. The Contractor agrees that during the initial term of this Agreement, the administration of the PVTA Agreement will be _____ sole responsibility for the Contractor and that the Contractor will not transfer _____ from the PVTA assignment or identify _____ as a proposed manager at any other location, without the prior written approval of the PVTA.
22. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed to have been duly given if delivered personally or mailed by certified or registered United States mail, return receipt requested, postage prepaid, as follows:

To the Contractor:
[Official]
[Contractor Name]
[Contractor Mailing Address]

To the Authority:
Administrator
Pioneer Valley Transit Authority
2808 Main Street
Springfield, MA 01107

With a copy to:
Director of Transit Operations
Pioneer Valley Transit Authority
2808 Main Street
Springfield, MA 01107

IN WITNESS THEREOF, executed as a Massachusetts sealed instrument as of the day and year first above written.

PIONEER VALLEY TRANSIT AUTHORITY
(PVTA/AUTHORITY)

[NAME OF CONTRACTOR]
(CONTRACTOR)

ATTEST:

ATTEST:

BY: _____
Administrator
Pioneer Valley Transit Authority
Duly Authorized

BY: _____
[Officer]
[Name of Contractor]
Duly Authorized

Reviewed and Accepted:

PVTA Director of Transit Operations

Approved as to Compliance:

PVTA Procurement Officer

Approved as to Appropriation:

PVTA Director of Finance

EXHIBIT J

PVTA'S PROTEST PROCEDURES

1.1 GENERAL

- 1.2 This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the Procurement Department.

2.1 DEFINITIONS

- 2.2 "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.
- 2.3 All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 4:30 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.
- 2.4 "Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

3.1 FILING OF PROTEST

- 3.2 An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.
- 3.3 Protest must be in writing and addressed as follows: Procurement Officer, PVTA, 2808 Main Street, Springfield, MA 01107.
- 3.4 The protester shall furnish two complete copies of the protest to the Procurement Officer, addressed as stated above.
- 3.5 A protest filed with the Authority shall:
1. Include the name, address and telephone number of the protester;
 2. Include an original signed by the protester or its representative;

3. Identify the solicitation and purchase order number;
 4. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
 5. State the form of relief requested.
- 3.6 No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.
- 3.7 A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

4.1 TIME OF FILING

- 4.2 Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.

4.2.1 In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for an RFP.

- 4.3 The term "filed" regarding protests to PVTa means receipt of the protest submission in PVTa's Procurement Department.
- 4.4 PVTa, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

5.1 NOTICE OF PROTEST, SUBMISSION OF AUTHORITY REPORT AND TIME FOR FILING OF COMMENTS ON REPORT

- 5.2 The Procurement Officer shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Officer shall furnish copies of the protest submissions to such parties, if requested to do so in writing.
- 5.3 Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest

submission and the allegedly protected information must be so identified whenever it appears.

- 5.4 Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Officer and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Officer or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Officer will furnish a copy of the report to the protester and interested parties who have responded to the notice.

- 5.5 Comments on the report shall be filed by the protester and interested parties with the Procurement Officer within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

- 5.6 Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Officer may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. PVTa's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Officer.
Because the determination that a bidder or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in bids or proposals which can be waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that a bid or proposal is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.

8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

6.1 WITHHOLDING OF AWARD AND SUSPENSION OF CONTRACT PERFORMANCE

6.2 When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Officer determines in writing that urgent and compelling circumstances significantly affecting interests of PVTA will not permit waiting for the protest decision.

7.1 CONFERENCE MEETING

7.1 A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

7.2 Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

7.3 If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

7.4 The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

7.5 Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

8.1 REMEDIES

8.2 If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;

2. Recomplete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Procurement Officer determines necessary to promote compliance.

- 8.3 In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

9.1 TIME FOR DECISION BY THE AUTHORITY'S REVIEW PANEL

- 9.2 The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of PVTa regarding a protest will be final.

EXHIBIT K

ADA AND DIAL-A-RIDE HOURS BY COMMUNITY

ADA and Dial-a-Ride Service Hours by Community - Full Service

Effective 11/1/2025

City/Town	ADA			DAR		
	Mon-Fri	Saturday	Sunday	Monday-Friday	Saturday	Sunday
Agawam	6:20am-7:00pm	7:20am-6:00pm	8:45am-4:45pm	8:00am-7:00pm	8:00am- 6:00pm	No Service
Amherst	6:30am-12:10am Mon-Wed 6:30am-1:40am Thu - Fri	7:05am-1:50am	8:30am-12:40am	8:00am-9:00pm	8:00am- 9:00pm	No Service
Belchertown	6:30am-8:00pm	7:35am-8:15pm	11:35am-8:15pm	8:00am-8:00pm	8:00am-8:15pm	No Service
Chicopee	5:10am-9:50pm	7:05am-9:15pm	7:10am-8:00pm	8:00am-9:00pm	8:00am- 9:00pm	No Service
East Longmeadow	5:00am-9:50pm	6:30am-8:50pm	9:00am-6:30pm	8:00am-9:00pm Service 9:00am-3:00pm provided by	8:00am- 8:10pm	No Service
Easthampton	6:30am-8:10pm	8:00am-8:10pm	11:00am-5:45pm	8:00am-9:00pm	8:00am-7:00 pm	No Service
Enfield	ADA Clients who live within 3/4 mile of Bright Meadow Blvd 6:50am-5:10pm	No Service	No Service	No Service	No Service	No Service
Granby	7:10am-12:55am Mon-Wed 7:10am to 2:10am Thu-Fri	10:10am-2:10am	9:30am-12:10am	8:00am-9:00pm	8:00am- 9:00pm	No Service
Hadley	6:20am-12:40am Mon-Wed 6:20am-1:20am (Thurs) 6:20am-2:40am (Fri)	6:20am-2:40am	8:20am-10:25pm	8:00am-9:00pm	8:00am- 9:00pm	No Service
Hampden	No Service	No Service	No Service	8:00am-9:00pm Service 9:00am-3:00pm provided by	8:00am- 9:00pm	No Service
Holyoke	5:15am-11:30pm	6:35am-10:05pm	7:30am-7:50pm	8:00am-7:00pm	8:00am- 9:00pm	No Service
Leverett	Town Wide: 8:40 AM to 3:45 PM ADA Clients who live within 3/4 of a mile of state Route 116 are eligible for service from 7:10am-12:00am M-W, 7:05am-1:10am Th-F	ADA Clients who live within 3/4 of a mile of Rt 116 are eligible for service from 7:19am-1:45am.	ADA Clients who live within 3/4 of a mile of state Route 116 are eligible for service from 7:49am-12:35am	8:00am-9:00pm	8:00am-9:00pm	No Service

City/Town	ADA			DAR		
	Mon-Fri	Saturday	Sunday	Monday-Friday	Saturday	Sunday
Longmeadow	5:50am-9:25pm	5:55am-9:00pm	ADA Clients who live between 28-572 Dwight Road are within 3/4 mile of the G2 Schedule and eligible for Sunday Service	8:00am-9:00pm Service 9:00am-3:00pm provided by Tri-Town Trolley	8:00am- 9:00pm	No Service
Ludlow	5:35am-10:10pm	7:45am-8:45pm	9:00am-7:05pm	8:00am-9:00pm	8:00am-8:45pm	No Service
Monson	ADA Clients who live within 3/4 of a mile of Wilbraham St - Main St - North Main St & South Main St to the Stone St Bridge in Palmer are eligible for service 7:30am-5:30pm	ADA Clients who live within 3/4 of a mile of Wilbraham St - Main St - North Main St & South Main St to the Stone St Bridge in Palmer are eligible for service 8:40am-4:20pm	ADA Clients who live within 3/4 of a mile of Wilbraham St - Main St - North Main St & South Main St to the Stone St Bridge in Palmer are eligible for service 8:40am-4:20pm	No Service	No Service	No Service
Northampton	5:45am-11:00pm Mon-Wed 5:45am-12:15am (Thur) 5:45am-1:45am (Fri)	6:00am-1:45am	8:00am-9:30 pm	8:00am-9:00pm	8:00am-9:00 pm	No Service
Palmer	7:00am-5:30pm	7:00am-5:30pm	7:00am-5:30pm	8:00am-5:30pm	8:00am-5:30pm	No Service
Pelham	6:40am-11:45pm M-W and 6:40am-1:15am Th-F	8:15am-1:15am	11:15am-12:15am	8:00am-9:00pm	No Service	No Service
South Deerfield	ADA Clients who live within 3/4 of a mile of PVT route 46 are eligible for service from 7:15am to 6:00pm	No Service	No Service	No Service	No Service	No Service
South Hadley	7:05am-12:50am Mon-Wed 7:05am-2:05am Thu-Fri	7:15am-2:05am	8:20am-12:05am	8:00am-9:00pm	8:00am- 9:00pm	No Service
Southampton	ADA Clients who live within 3/4 of a mile of Main St, Easthampton - Big-Y Southampton are eligible for service from 11:00am to 8:15pm	ADA Clients who live within 3/4 of a mile of Main St, Easthampton - Big-Y Southampton are eligible for service from 11:00am to 8:15pm	ADA Clients who live within 3/4 of a mile of Main St, Easthampton - Big-Y Southampton are eligible for service from 11:00am to 6:00pm	No Service	No Service	No Service
Springfield	5:00am-11:25pm	5:00am-10:40pm	7:00am-9:50pm	8:00am-9:00pm	8:00am- 9:00pm	No Service

City/Town	ADA			DAR		
	Mon-Fri	Saturday	Sunday	Monday-Friday	Saturday	Sunday
Sunderland	7:10am-12:00am Mon-Wed 7:49am-12:35am Thu-Fri	7:05am-1:10am	7:19am-1:45am	8:00am-9:00pm	8:00am- 9:00pm	No Service
Ware	7:00am-5:00pm	7:00am-4:15pm	7:00am-4:15pm	8:00am-6:00pm	8:00am-6:00pm	No Service
Westfield	5:30am-10:35pm	7:30am-9:10pm	9:30am-7:15pm	8:00am-9:00pm	8:00am- 9:00pm	No Service
West Springfield	5:10am-11:00pm	8:35am-10:15pm	8:35am-7:30pm	8:00am-9:00pm	8:00am-9:00pm	No Service
Wilbraham	5:00am-11:00pm	5:45am-9:30pm	9:30am-7:30pm	8:00am-9:00pm	8:00am-9:00pm	No Service
Williamsburg	6:05am-8:30pm	7:10am-7:00pm	7:10am-7:00pm	8:00am-7:00pm	8:00am-6:30pm	No Service
Whately	ADA Clients who live within 3/4 of a mile of PVT route 46 are eligible for service from 7:15am to 6:00pm	No Service	No Service	No Service	No Service	No Service

EXHIBIT L

EXISTING FIXED-ROUTE PILOT SCHEDULES

39 SMITH/HAMPSHIRE — FALL AND SPRING SEMESTERS

DEPART HAMPSHIRE COLLEGE	ARRIVE SMITH COLLEGE	DEPART SMITH COLLEGE	ARRIVE HAMPSHIRE COLLEGE
1	2	2	1
MONDAY THRU FRIDAY			
7:30	7:45	7:50	8:05
8:10	8:25	8:30	8:45
8:50	9:05	9:10	9:25
9:30	9:45	9:50	10:05
10:10	10:25	10:30	10:45
10:50	11:05	11:10	11:25
11:30	11:45	11:50	12:05
12:10	12:25	12:30	12:55
1:00	1:25	1:10	1:35
1:40	2:05	1:30	1:55
2:00	2:25	1:50	2:05
2:10	2:25	2:10	2:35
2:40	2:55	2:30	2:55
3:00	3:25	3:30	3:55
4:00	4:25	4:30	4:55
5:00 F	5:25	5:30	5:55

Smith College Bus Stop

- In front of John M. Greene Hall on Elm St. at Prospect St.

Hampshire College Bus Stops

- Near Eric Carle Museum
- By Dakin House
- Behind Johnson Library
- Outside of R.W. Kern Center
- Schedule times are for Johnson Library stop.

F- Trip does not operate on Fridays.

DEPART HAMPSHIRE COLLEGE	HAMPSHIRE MALL	MOUNTAIN FARMS MALL	ARRIVE SMITH COLLEGE	DEPART SMITH COLLEGE	HAMPSHIRE MALL	MOUNTAIN FARMS MALL	ARRIVE HAMPSHIRE COLLEGE
2	3	4	1	1	4	3	2
FRIDAY NIGHT & WEEKEND							
5:30	5:40	5:45	6:00	6:05	6:25	6:30	6:35
6:40	6:50	6:55	7:10	7:15	7:35	7:40	7:45
7:50	8:00	8:05	8:20	8:25	8:45	8:50	8:55
9:00	9:10	9:15	9:30	9:35	9:55	10:00	10:05
10:10	10:15	10:20	10:35	10:40	11:00	11:05	11:10

All Friday Night & Weekend times above are PM.

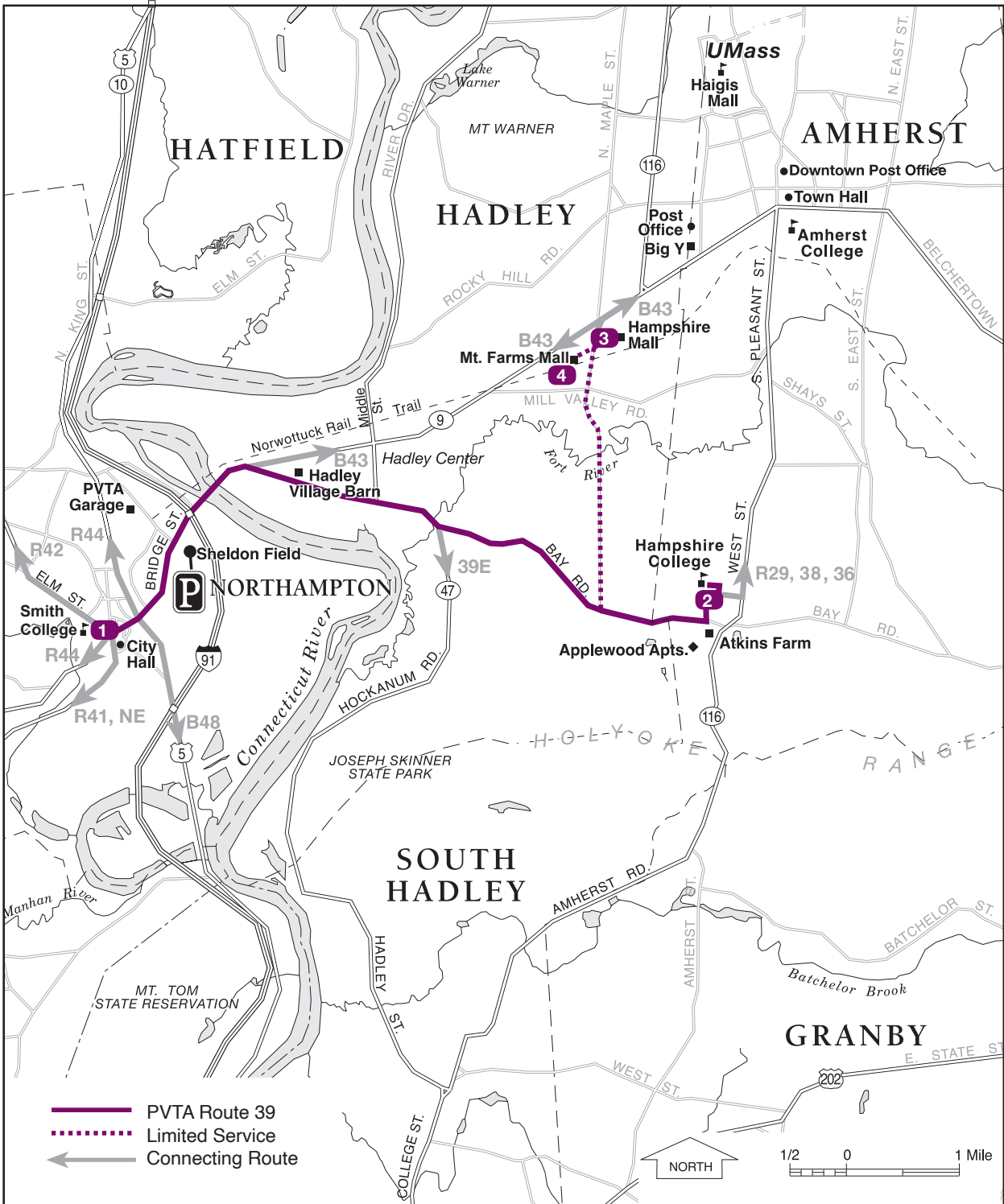
NO SERVICE ON:

Indigenous Peoples Day: Oct. 13 & 14
 Thanksgiving Break; Nov. 26-Nov. 28
 Winter Break: Dec. 20-Jan 25, 2026
 Spring Break: Mar. 16-20, 2026
 Summer Break; May 9, 2026-Sep. 2, 2026

Further information will be posted on our website www.pvta.com and on board all buses two weeks prior to schedule changes, or call 413-750-9538 ext. 4455 for details.



SMITH/HAMPSHIRE



Welcome Aboard!/¡Bienvenido a bordo!

bustracker.pvta.com — For real-time departures./Para las salidas en tiempo real.

www.pvta.com/schedules — Save paper! View bus schedules online./¡Ahorra papel! Vea los horarios de los autobuses en línea.

Accessibility/Accesibilidad — All buses and vans have an ADA boarding ramp or lift. All customers are welcome to use them. All buses have equipment to secure wheel chairs and scooters; audio stop announcements; and visual stop displays./Todos los autobuses tienen rampa de acceso de ADA. Todos los clientes pueden usarlas. Todos los autobuses tienen: equipo para asegurar las sillas de ruedas y scooters; anuncios auditivos y visuales de parada.

Title VI/Título VI — Customer Service 413-781-7882 or www.pvta.com/titlevi to place Title VI complaints/Para presentar quejas de Título VI.

Lost & Found/Objetos Perdidos

Springfield/Holyoke areas: 413-788-8630

Northampton: 413-586-3548

Amherst/UMass: 413-545-0056

Ware-Palmer-Easthampton: 413-323-6100



Fares/Tarifas

Students and employees of Smith, Amherst, Hampshire and Mount Holyoke Colleges, and UMass must show a valid ID to ride Amherst routes, the B43 and the R29. (All riders must pay the fare on the B43 and the R29 when school is not in session). If you do not have an ID, you must have a pass or 1-ride ticket. Random fare inspections are made.

Los estudiantes y empleados de los Colegios Smith, Amherst, Hampshire, Mount Holyoke, y UMass deben mostrar una identificación válida para montar las rutas en Amherst, la B43 y la R29. (Todos los pasajeros deben pagar la tarifa en la B43 y la R29 cuando las clases no están en sesión). Si usted no tiene una identificación, usted debe tener un pase o boleto de viaje. Se realizan inspecciones aleatorias de tarifas.



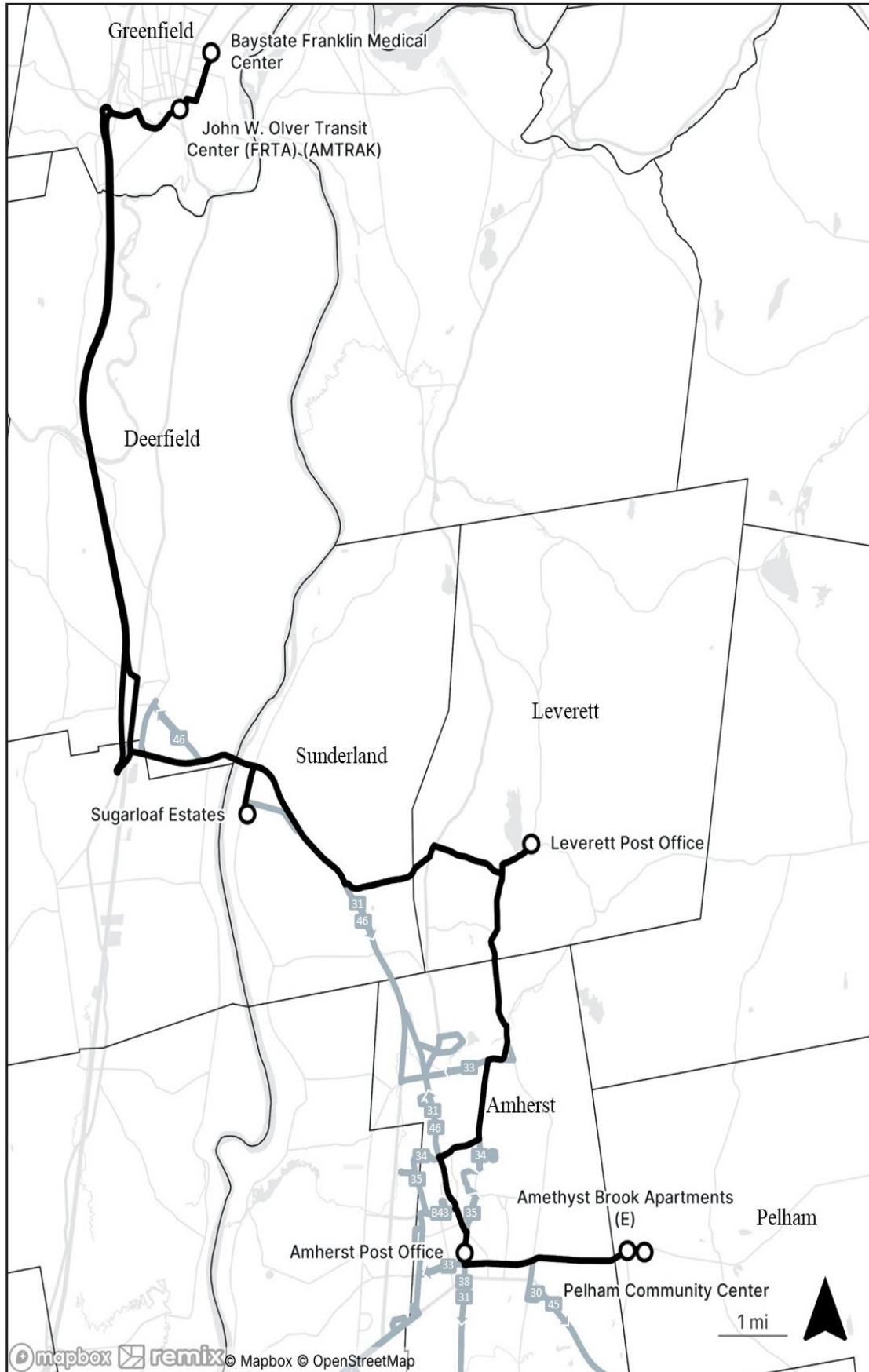
Effective 9/29/25

PELHAM TO GREENFIELD

DEPART PELHAM COMMUNITY CENTER	AMETHYST BROOK APTS	AMHERST POST OFFICE- AMHERST CENTER	LEVERETT POST OFFICE	SUGARLOAF ESTATES	GREENFIELD OLVER TRANSIT CENTER	ARRIVE BAYSTATE FRANKLIN	DEPART BAYSTATE FRANKLIN	GREENFIELD OLVER TRANSIT CENTER	SUGARLOAF ESTATES	LEVERETT POST OFFICE	COWLES LANE- AMHERST CENTER	AMETHYST BROOK APTS	ARRIVE PELHAM COMMUNITY CENTER
1	2	3	4	5	6	7	7	6	5	4	3	2	1
WEEKDAY													
8:15	8:17	8:25	8:40	8:57	9:18	9:21	9:30	9:33	9:54	10:11	10:26	10:34	10:36
10:45	10:47	10:55	11:10	11:27	11:48	11:51	12:00	12:03	12:24	12:41	12:56	1:04	1:06
1:45	1:47	1:55	2:10	2:27	2:48	2:51	3:00	3:03	3:24	3:41	3:56	4:04	4:06

NO SERVICE ON:

Columbus Day, Veteran’s Day, Thanksgiving Day,
Christmas Day, New Years Day
Martin Luther King Day, President’s Day
Patriot’s Day, Memorial Day, Juneteenth,
Independence Day, Labor Day



Welcome Aboard!/¡Bienvenido a bordo!

bustracker.pvta.com — For real-time departures./Para las salidas en tiempo real.

www.pvta.com/schedules — Save paper! View bus schedules online./¡Ahorra papel! Vea los horarios de los autobuses en línea.

Accessibility/Accesibilidad —All buses and vans have an ADA boarding ramp or lift. All customers are welcome to use them. All buses have equipment to secure wheel chairs and scooters; audio stop announcements; and visual stop displays./Todos los autobuses tienen rampa de acceso de ADA. Todos los clientes pueden usarlas. Todos los autobuses tienen: equipo para asegurar las sillas de ruedas y scooters; anuncios auditivos y visuales de parada.

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Springfield/Holyoke areas: 413-788-8630

Northampton: 413-586-3548

Amherst/UMass: 413-545-0056

Ware-Palmer-Easthampton: 413-323-6100



Fares/Tarifas

1 Ride/Viaje: \$1.50

Transfers/Transferencias (90 minutes): \$.25

1-Day Pass/Pase de 1 día: \$3.50

7-Day Pass/Pase de 7 días: \$15.00

31-Day Pass/Pase de 31 días: \$54.00

31-Day Elderly & Disabled Pass/
Pase de Ancianos y Discapacitados: \$26.00

Children 6-12/Niños de 6-12: \$.90

Children under 6/Niños menores de 6:
Free with adult/Gratis con un adulto

PVTA Senior-Disabled ID or TAP card/Personas de edad avanzada o discapacitadas con ID de PVTA o tarjeta de TAP: \$.75 (transfers/transferencias: \$.10)

EXHIBIT M

PERFORMANCE STANDARDS, INCENTIVES, AND PENALTIES

The PVTa requires that the Contractor provide safe, timely, and reliable paratransit service. This includes completing all trips and operating within the specified arrival and departure times. One goal of this service is to provide reliable, efficient, and effective transportation in a courteous and professional manner for the residents of the service area. The Contractor shall take all actions necessary to accomplish this goal while minimizing the cost of the service to the Authority. The Contractor is required to assist the Authority in maximizing passenger productivity for this system. The Contractor is required to dispatch all trips so that the number of passengers carried per mile or per hour will be optimized. Drivers and dispatchers shall coordinate the provision of service in a manner that will optimize the number of passengers carried and minimize circuitous routing while maintaining on-time performance.

The Authority may assess penalties for inadequate performance such as failure to adhere to schedule and failure to address in-service failures adequately. Identified below are the performance failures that the Authority anticipates would give rise to the assessment of penalties. In addition, the anticipated amount of penalty for each violation is identified. The specific penalties to be applicable to Contract performance will be set forth in the Contract. Alternatively, the Authority may grant incentives to performance that exceeds the Authority's expectations.

The Authority may, at its discretion, assess such penalties/incentives on a monthly basis and deduct/include such amounts from the monthly payments due to the Contractor. The Authority will provide the Contractor with prior notice of the penalties and incentives to be assessed and will consider documented information from the Contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor.

A. RESERVATIONS

- The Contractor's reservations department must accommodate ninety-two (92%) percent of all incoming calls with a live operator within two (2) minutes.
 - \$500 penalty for calls not accommodated below 92%
- Abandoned calls must be less than five (5%) percent.
 - \$200 penalty for abandoned calls that exceed five (5%) percent
- \$10 penalty per call for hold times that exceed four (4) minutes.

The above performance standards will be measured on a monthly calendar basis. Penalty will be assessed monthly.

B. ON TIME PERFORMANCE AND EARLY, LATE, AND MISSED TRIPS

On time performance will be measured at the pick-up point. On time performance will be determined based upon a review for the calendar month. Sufficient drivers shall be available at all times to operate the number of vehicles necessary to meet all trip requests and the level of service as required for the service. No trips shall be dropped or missed due to unavailability of drivers.

On time performance shall be defined as a vehicle arriving at the correct passenger location within the designated 20-minute pickup window. The standard is 95% (including 10% of early trips) on time; penalties will be assessed if on time performance drops below 92% (including 10% of early trips).

- A penalty of \$50 will be charged for every 0.10 of 1% below 92% per day.
- An incentive of \$500 will be granted for each month with an average on time performance above 97%.

Note: In calculating this penalty/incentive, PVTa adds 10% of early trips to the Contractor's actual on-time performance. This final number is used in assessing penalties and incentives

- Early trips: The Contractor will be charged with a valid early vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes before the start of the scheduled pickup window as shown on the vehicle schedule/manifest. In these instances, the Contractor is required to wait until fifteen minutes before the scheduled pickup time as shown on the vehicle schedule/manifest before going to the passenger's door (for passengers with door to door); however, the passenger is free to travel early if he/she is aware of the Contractor's presence and chooses to travel early (but is not required to do so). The Authority's acceptable level of early trips is 10%. Early trips that exceed 10% will not be considered on time and a penalty of \$50 will be charged for each trip that exceeds 10%.
- Late trips: The Contractor will be charged \$50 with a valid late trip when its vehicle arrives to transport a passenger more than fifteen (15) minutes after the scheduled pick-up time as shown on the vehicle manifest/schedule (i.e., after the close of the pick-up window).
- Missed trip: The Contractor will be charged with a missed trip when its vehicle arrives to transport a passenger outside the close of the pickup window. The Contractor is expected to miss zero (0) percent of all trips. The penalty will be \$100 for each missed trip and the missed trip count will include trips cancelled by the passenger due to lateness or trips never served due to contractor miscommunication or reservation/scheduling errors.

The Contractor is required to document the circumstances that resulted in a trip not being performed as scheduled in the trip log.

C. TRIP DENIALS

Should the Contractor be unable to accommodate a passenger's requested time for an ADA eligible trip, the Contractor may negotiate pick-up and return times with the individual, but the Contractor shall not require an ADA eligible person to schedule a trip to begin more than one-hour before or after the individual's requested departure time. All trip requests that the Contractor is unable to honor within the one-hour negotiation window must be recorded as a denial and reported to the Authority monthly. Even if the passenger accepts the time change and service is provided, any trip that cannot be scheduled within the one-hour window must be tracked as a denial. If one leg of a round-trip request can be reserved, and the individual declines the trip, it will be recorded as two denials.

- If the passenger refuses an alternate time that is within the one-hour window, it is not a denial for the purpose of ADA compliance.

- The Contractor is expected to have zero (0) denials. The penalty will be \$150 for each denied trip; Penalty will be assessed monthly.

D. SERVICE DELIVERY

- Dwell Time: Drivers are expected to wait five (5) minutes for passengers to appear before calling dispatch. A penalty of \$100 per instance will be charged for failure to wait at least five (5) minutes.
- Client Assistance: Drivers are required to provide door-to-door assistance and to provide assistance with or without packages. A penalty of \$100 will be assessed for each failure to provide the required assistance.
- Improper drop-off: Drivers are required to deliver passengers to the appropriate address. A penalty of \$250 will be charged for every instance of dropping a passenger at the wrong address.
- Unauthorized drop-off: Drivers are required to drop passengers off at authorized locations only. Dropping off a passenger to an address requested by the passenger without prior approval from the dispatch office is a violation resulting in a \$250 penalty.
- Lift Use Standee: Drivers are required to deploy the lift for ambulatory passengers requesting the lift either at the time of reservation or pickup. A penalty of \$500 will be charged for each instance in which the driver refused to deploy the lift. Penalties will be assessed monthly.

E. EXCESSIVE RIDE LENGTH

Paratransit passengers ride time on vehicles must not be excessive. Ride time shall be defined as the length of time a passenger is on board a vehicle from the time of the actual pick-up to the actual drop-off time. Excessive ride length is defined as ride length that is unreasonably longer than a fixed-route trip to and from the same origin and destination at the same time of day.

- A penalty of \$100 will be charged for every instance an excessive ride time trip occurs.

F. DEAD HEAD MILES

The Contractor is expected to operate in the most efficient way possible in all aspects of operations. Deadhead miles should not exceed 30% of revenue service hours in any day.

- A penalty of \$100 will be charged for every day the deadhead miles exceed the revenue service hours by more than 30%.

G. VEHICLE CLEANLINESS

Contractors will be responsible for furnishing a monthly vehicle wash log. The exterior of each vehicle is expected to be washed at least once a week and logged.

- For each week that a vehicle is not logged in the wash log a penalty of \$50 per vehicle will be charged for each violation.

H. SAFETY

Proper Securement: Improper securement of a mobility device.

- Penalty of \$500 will be charged for each violation.

- Improper securement of a mobility device that results in a passenger tipping over or falling backwards is grounds for immediate disbarment of operating any Authority owned vehicle.

Stopping: Performing rolling stops or not stopping at stop signs.

- Penalty of \$500 will be charged for each violation.

Violation of Traffic Signal: Violating a red traffic signal.

- Penalty of \$500 will be charged for each violation.

Reckless Endangerment: Reckless driving of vehicles with or without passengers.

- Penalty of \$500 will be charged for each violation. Reckless endangerment includes but is not limited to- failure to stop for pedestrians in a cross walk, driving in a breakdown lane, illegal lane shift, and failure to stop for a stopped school bus with its lights on.

Violation of Speed Limit: Violation of speed limits by operating a vehicle five (5) or more miles above the posted speed limit.

- Penalty of \$500 will be charged for each violation.

Unattended Vehicle: Leaving a vehicle unattended out of the driver's sight while vehicle is turned on.

- Penalty of \$250 will be charged for each violation

Fueling Vehicle while vehicle is on or with Passenger(s) on board: Vehicles are to be turned off and no passengers are allowed on board while fueling a vehicle.

- Penalty of \$100 will be charged for each violation.

Illegal Turns: Using illegal areas to turn a vehicle around is prohibited.

- Penalty of \$50 will be charged for each violation.

I. PREVENTABLE ACCIDENTS

A preventable accident is an accident in which the operator failed to do everything reasonable to prevent it and is therefore at fault.

- Penalty of \$500 will be charged for each occurrence.

J. IDLING STANDARD

The idling time for all vehicles shall not exceed 5 minutes with the following exceptions:

- (1) When extreme weather would cause a safety hazard
 - (2) Idling in traffic
 - (3) When maintenance is being performed that requires a running engine
- Penalty of \$50 per occurrence, per vehicle

K. TIMELY REPORTING

Monthly reports and invoices: must be at the Authority no later than the 10th calendar day after the reporting period. The Contractor is not to falsify data. If the Contractor fails to meet the standard for timely submission of reports for three (3) consecutive months, the Contractor is in breach of its contract with the Authority and is subject to the default provisions of the Contract.

- For every business day that the Contractor is late in submitting monthly invoice(s) and/or other requested reports deliverable under this agreement, including required reports for audits and triennial reviews, the Contractor will be charged a \$25 penalty per report per business day.

L. KEY STAFFING

Providing for requirements outlined in this RFP, the Contractor shall be required to fill a key personnel position within thirty (30) calendar days of the date of vacancy of the position. The vacancy may be temporarily filled, if necessary, with an interim individual whose qualifications meet the requirements of the position while a more extensive search is conducted. Failure to provide a replacement for a key personnel position(s) within thirty (30) calendar days shall result in a deduction of the salary and benefits of the individual(s) plus \$100.00 per day that the position(s) remains unfilled. If any of these positions are not filled within thirty (30) days prior to the start of service, the penalty will be the salary and benefits for each position and an additional twenty-five percent (25%) penalty.

Based upon the staffing plan provided by the Contractor, the Contractor shall be required to fill all non-key personnel positions within thirty (30) calendar days of the date of vacancy of the position.

M. VEHICLE GAS CARDS

The Contractor is responsible for ensuring that vehicle gas cards are not stolen, lost, or misplaced.

- Penalty of \$10 for each time the Contractor requests a replacement gas card for any vehicle.

Any driver who incurs three (3) or more violations under any heading in this section within a twelve (12) calendar month period is to be barred from operating any Authority owned vehicle.

At its discretion, PVTa may wave penalties due to significant challenges in the operating environment beyond the operator's control. In the event that penalties are waived, incentives will also be waived.

EXHIBIT N

INCIDENT AND ACCIDENT REPORTING PROCEDURES

1. All reports must contain the proper loss reporting documents completed for all accidents and incidents.
 - a) All names, addresses and phone numbers are to be recorded as part of the report.
 - b) Description of injuries must be documented.
 - c) Photos of all property and vehicle damage are to be included with the report.
 - d) All witness names, addresses, and phone numbers are to be included in the report.
 - e) All vehicle information including year, make, model, and color must be included in the report along with the vehicle license plate numbers and vehicle insurance information.
2. All reports must be scanned and uploaded to PVTA's Claim System within twenty-four (24) hours of the accident or incident.
3. All outside agencies reports must be procured by the Provider/Contractor personnel.
 - a) Police reports
 - b) Fire department reports
 - c) Any other agency reports relevant to the accident/incident by local, state, or federal agency.
4. Accidents or incidents with severe bodily injury, property damage, and or vehicle damage must be reported immediately to PVTA's Director of Transit Operations.

EXHIBIT O

PARATRANSIT PERFORMANCE AND OPERATIONAL DATA

PVTA PARATRANSIT PERFORMENACE AND OPERATIONAL DATA													
Performance Data						Operational Data							
Fiscal Year	% On Time Performance*	% Early Trips	Contractor Missed Trips	Client No Showed Trips	Client Cancelled Trips	Vehicle Hours	Revenue Hours	Revenue Miles	Dead Head Hours	Dead Head Miles	Vehicle Miles	Pass Per Revenue Hour	Pass Per Vehicle Hour
FY 2024													
July	93.59%	4.87%	3	309	3,193	12159.08	9205.98	169666	3008.22	32131	169666	1.31	0.99
August	92.89%	4.95%	4	315	3,291	12464.42	9890.05	150486	2634.35	35001	185464	1.33	1.06
September	89.77%	3.95%	56	372	3,691	12012.48	9781.37	157212	2270.62	31721	188933	1.47	1.2
October	88.70%	5.24%	46	325	3,737	12168.27	10067.95	164794	2122.82	30102	194896	1.5	1.24
November	89.25%	5.43%	52	369	3,866	11600.48	9556.75	154741	2065.23	28912	183653	1.5	1.23
December	89.92%	3.96%	69	371	4,038	11246.32	9339.75	151263.6	1922.57	28028.1	179290.7	1.52	1.26
January	93.09%	3.75%	10	385	4,403	11668.9	9558.93	148761.3	2131.87	28492.4	177248.8	1.43	1.17
February	94.32%	3.29%	30	304	3,616	11486.17	9550.1	153381.4	1949.9	26566.6	179948	1.5	1.25
March	94.04%	3.64%	11	411	3,515	11486.17	9550.1	153381.4	1949.9	26566.6	179948	1.5	1.25
April	94.03%	3.22%	15	395	3,541	13091.93	11034.32	173515.9	2075.12	30463.7	203979.6	1.47	1.24
May	90.08%	6.51%	10	420	3,793	12161.92	10387.58	160397.8	1779.7	29542.1	189938.9	1.45	1.24
June	89.82%	6.70%	4	452	3,678	11270.18	9611.05	155091.7	1675.9	25503.2	180292.9	1.56	1.33
FY 2025													
July	89.73%	7.58%	9	531	4,157	12121.5	10086.95	157938.9	2058.92	27929	185861.3	1.51	1.25
August	90.09%	7.50%	10	490	4,141	12561.15	10664.08	168532	1911.37	27922.4	196447.4	1.5	1.28
September	86.65%	6.36%	29	418	3,666	11557	9876.28	166932.3	1695.62	25879.2	192811.5	1.63	1.39
October	86.64%	8.86%	3	484	4,200	13400.15	11441.65	187034	1973.82	30172	217206	1.59	1.36
November	87.35%	9.52%	6	423	4,280	12523.07	10771.75	170829.7	1768.67	32310.3	203140	1.56	1.35
December	89.56%	6.56%	10	490	4,677	12577.67	10729.6	167195.7	1869.28	27403.6	194599.3	1.5	1.28
January	91.37%	6.51%	3	479	5,050	13529.75	11530.77	179339.4	2021.55	31619.6	210951	1.49	1.27
February	90.37%	5.68%	6	442	4,999	12397.55	10537.25	170367	1871.38	27989	198356	1.53	1.3
March	91.02%	6.21%	3	471	4,588	13759.33	11809.13	194698	1976.37	31430	226128	1.55	1.33
April	90.35%	6.73%	10	446	4,382	13786.65	11933.68	201754	1872.78	31323	233077	1.6	1.38
May	90.12%	6.03%	8	440	4,741	13026.33	11353.02	189795	1681.9	28684	218479	1.56	1.36
June	90.56%	6.11%	10	457	4,140	11913.92	10304.72	170180.3	1622.7	26346.6	196526.9	1.55	1.34
FY 2026													
July	90.16%	7.00%	5	415	4,407	12518.52	10801.42	178996.9	1744.78	28735.1	207732	1.54	1.33
August	89.26%	6.82%	14	448	4,374	12064.12	10458.08	180263	1612.98	26746	207009	1.6	1.38
September	84.88%	6.56%	94	451	5,243	12171.03	10492.35	190091.1	1688.63	28199.9	218291	1.67	1.44

***NOTE:** The % On-Time performance listed does not include the 10% of early trips allowlance utilized in the assessment of penalties and incentives

EXHIBIT P

VEHICLE INVENTORY AND SAMPLE MOTOR VEHICLE LEASE AGREEMENT

SAMPLE PARATRANSIT MOTOR VEHICLE LEASE AGREEMENT

This Agreement, effective as of July 1, 2026, by and between the **PIONEER VALLEY TRANSIT AUTHORITY (PVTa)**, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, established pursuant to the provisions of Chapter 161B of the General Laws of Massachusetts, with a usual address of 2808 Main Street, Springfield, Massachusetts 01107 (the "Authority"), and **[Contractor]** a [State] Corporation qualified to do business in the Commonwealth of Massachusetts, with a usual address of [ADDRESS] (the "Contractor").

WHEREAS, under date, the Authority and the Contractor entered into an Agreement relative to the management, supervision, and operation of certain transit services, (the "Paratransit Agreement"); and

WHEREAS, the Paratransit Agreement contemplates the use by the Contractor of certain motor vehicles owned by the Authority; and

WHEREAS, the parties hereto desire to provide for the terms and conditions of such use;

NOW THEREFORE, in consideration of the foregoing recitals and the following promises and covenants, the terms of the Paratransit Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease. The Authority hereby leases to the Contractor, and the Contractor hereby leases from the Authority, the motor vehicles attached hereto and made a part hereof (the "leased vehicle" or the "leased vehicles"). As provided in paragraph 15, below, the Authority may, in its discretion and from time to time, change, amend or supplement the vehicle listing, and thereby the motor vehicles subject to lease.
2. Use of Leased Vehicles. The Contractor shall not use any leased vehicle, or allow any leased vehicle to be used, for any illegal purpose, or for the transportation of any material deemed hazardous by reasons of being toxic, noxious, explosive or inflammable, or otherwise harmful to human passengers. The Contractor will indemnify, hold harmless, defend and reimburse the Authority for all damages or injuries sustained by the Authority or any third party as a result of any such use. The Contractor will also reimburse the Authority for the greater of the (1) market value or (2) replacement cost of any leased vehicle confiscated by any governmental agency, and any other cost or expense incurred as a result thereof, including attorneys' fees, if any, incurred by PVTa.
 - a. The leased vehicles shall not be used for towing, pushing or any purpose other than that for which they were designed, namely, for the transportation of human passengers.
 - b. The leased vehicles shall only be used by the Contractor for the services and in the manner provided for in the Paratransit Agreement.

- c. The Contractor shall not overload any leased vehicle beyond its specified carrying capacity, nor operate a leased vehicle on flat or insufficiently inflated tires.
- d. The Authority shall not be responsible for loss or damage to any goods or other property placed or carried in any leased vehicle arising from any cause whatsoever.
- e. The Contractor shall not engage in school bus or charter operations using any leased vehicle.

3. Operation of Leased Vehicles.

- a. Each leased vehicle shall be operated by a safe, competent and duly licensed driver selected, employed, under the supervision of, and paid by the Contractor. Upon complaint by the Authority specifying any reckless, careless or abusive handling of any leased vehicle by a driver, the Contractor shall forthwith take the steps necessary to investigate such complaint and discipline such driver, if appropriate, which may include removing such driver and replacing him or her with a competent substitute. Notwithstanding anything to the contrary stated herein, the Contractor shall, upon written request of the Authority, immediately remove any driver who the Authority, in its reasonable discretion, deems incompetent or otherwise unqualified to operate the leased vehicles. The Authority's right to request such a removal shall in no way relieve the Contractor of its responsibilities hereunder.
- b. The Contractor and its drivers shall be solely responsible for individual fines and penalties for parking, traffic, and speeding violations relative to the use of the leased vehicles. Should the Authority pay any such fine or penalty, the Contractor shall reimburse the Authority therefore forthwith, along with any late payment charges or interest that may have accrued.

4. Non-Discrimination.

- a. In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during their employment, without regard to their race, color, religion, sex, age, sexual preference, national origin or disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any activity to be performed under the terms of this Agreement on the basis of race, color, religion, sex, age, sexual preference, national origin or disability.

5. Maintenance and Inspection of Vehicles. The Contractor shall operate all leased vehicles in good, safe, operable condition. Except as otherwise provided herein, the Authority will be responsible for performing any maintenance on the vehicles. The

Authority may conduct periodic inspections of the leased vehicles at such times and with such frequency as the Authority may, in its discretion, determine. The Authority's right of inspection shall not relieve the Contractor of its responsibilities hereunder.

6. Contractor's Duties. The Contractor, at its own expense, shall:
 - a. Notify the Administrator or his/her designee of the Authority, as specified by the provisions of Article 14(d) hereof, with regard to any accident or any other incident involving the use of any of the leased vehicles or any damage thereto within twenty-four (24) hours after such occurrence.
 - b. Cause the leased vehicles to be washed weekly, and keep them clean, both inside and outside;
 - c. Monitor, and refill where necessary, the fuel, oil, antifreeze and other fluids and lubricants of the leased vehicles to ensure the proper operation thereof; the Authority shall bear the expense of the cost of such fuel, oil, antifreeze and other fluids and lubricants, but the Contractor will be solely responsible for damages caused to the leased vehicles as a result of the Contractor's failure to comply with this paragraph;
 - d. Check the tires of each leased vehicle for proper inflation. The Contractor shall be solely responsible for tire damage due to improper inflation, or any other damage resulting therefrom;
 - e. Carry Workers' Compensation Insurance coverage in compliance with Massachusetts law for the Contractor's drivers and other employees concerned with the operation of the services, and such other insurance as required by paragraph 14, below;
 - f. Store the leased vehicles in a secure location provided by the Authority. Contractor shall be responsible for securing the vehicles and the storage facility using the standard locks on the vehicle. Any damages caused to the vehicles due to the security of the property or acts caused by individuals on the property shall be the sole responsibility of the Authority.
7. License and Registration. Each leased vehicle shall bear a license plate, and title thereto shall be registered in the name of the Authority. The expense incurred in licensing and registering the leased vehicles shall be borne by the Authority.
8. Ownership. This is a contract for the leasing of vehicles only, and the Contractor acquires hereby no ownership, title, property rights or interest in or to the leased vehicles, but only the right of use in accordance with and subject to the provisions of this Agreement and the Paratransit Agreement.
9. Termination.
 - a. Termination for Convenience. The Authority may terminate this Agreement, in whole or in part, for its convenience and without cause with at least sixty (60) days written notice to the Contractor. If this Agreement is terminated for convenience, the Authority shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination.

- b. Termination for Cause. If, in the determination of the Authority, the Contractor fails to perform its services in accordance with any of the terms of the Contract Documents, the Authority may terminate this Agreement for cause by giving written notice to the Contractor. Such termination shall be effective immediately, unless the Authority states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the Authority, subject to the Authority's withholding of the value of any damages sustained by the Authority due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without cause, such termination shall be deemed and constitute a termination for convenience and shall therefore not be deemed and shall not constitute a breach of contract by the Authority.
 - c. In the event of any termination of this Agreement by the Authority, the Contractor agrees that, irrespective of any dispute it may have with the Authority, it shall promptly and diligently cooperate with the Authority in transferring promptly to the Authority or its designee all vehicles, equipment, documents and records requested by the Authority, and all communications, operations, management and other functions formerly managed by the Contractor. The Contractor agrees that, in the event it fails to comply strictly with this provision, it shall be liable to the Authority for all direct, indirect, consequential and special damages sustained by the Authority in connection with such failure.
 - d. Paratransit Agreement. The parties hereto acknowledge and affirm that, simultaneously with the execution of this Agreement, the Paratransit Agreement was entered into between the Authority and the Contractor, which is incorporated herein by reference. In the event that either agreement is terminated in accordance with the terms thereof, the other agreement shall be construed to be terminated at the same time. In the event of any conflict or inconsistency between and among the terms of this Agreement and the Paratransit Agreement, the terms requiring the greater quantity or better quality of services of the Contractor shall control.
 - e. In the event that this Agreement is terminated, the Contractor hereby authorizes and empowers the Authority to enter its premises or any other place where the leased vehicles may be found, forcibly if necessary, to take possession and carry away and remove such vehicles, with or without legal process, and thereby terminate the Contractor's right to retention and use of such vehicles; and the Contractor agrees to indemnify, defend, hold harmless, reimburse and pay to the Authority reasonable attorney's fees and all costs of repossession in connection therewith, including without limitation, storage costs, in the event that the Contractor fails to comply, or interferes, with the Authority's taking of possession of such vehicles.
10. Waiver. The failure of either party in any one or more instances to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right or privilege in this Agreement conferred, or the waiver of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall

continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors, legal representative, and assigns.
12. Assignment. The Contractor shall not have the right or the power to assign, pledge or otherwise encumber this Agreement, or any interest therein, or sublet any of the leased vehicles, without the written consent of the Administrator of the Authority, such consent shall not be reasonably withheld, conditioned or delayed, nor shall the Contractor have the right to suffer any lien to be placed against the leased vehicles, or abandon or conceal the leased vehicles. In the event that Contractor allows the placing of liens on the leased vehicles, it must immediately have such liens removed at its cost, failing with the Authority may, in its discretion, do so, and Contractor shall reimburse the Authority for all costs incurred by the Authority in doing so, including attorneys' fees.
13. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed to have been duly given if delivered personally or mailed by certified or registered United States mail, return receipt requested, postage prepaid, as follows:

To the Contractor:
[Official]
[Contractor Name]
[Contractor Mailing Address]

To the Authority:
Administrator
Pioneer Valley Transit Authority
2808 Main Street
Springfield, MA 01107

With a copy to:
Director of Transit Operations
Pioneer Valley Transit Authority
2808 Main Street
Springfield, MA 01107

14. Insurance and Indemnity Provisions.
 - a. Indemnification by Contractor: To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Authority and its respective Advisory Board, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury,

sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the Contractor or contractor's employees, subcontractors and agents or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of the Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

- b. Primary Insurance Coverage: The Contractor agrees and acknowledges that the insurance coverage described herein Paragraph number 14 of the Motor Vehicle Lease Agreement shall be primary for all those claims arising out of or from any negligence, alleged negligence, act or failure to act of the Contractor or Contractor's employees, subcontractors and agents, and that the Contractor will indemnify, defend and hold harmless the Authority, its Advisory Board, agents, servants, employees and assigns (collectively, Authority) from and against any and all loss, liability, claims, damage or expense (including, but not limited to, attorney's fees) arising out of or related to the Contractor's operation of the Authority's Paratransit service.
- c. Contractor Insurance Requirements: The Contractor shall maintain the following insurance in force and effect during the term of services provided. Liability policies shall name the Authority as an additional insured for the Contractor's full limits of coverages. Insurance coverage must include "door-to-door service." The insurance will protect the Contractor and the Authority from claims that may arise from the Contractor's negligence, alleged negligence, acts or omissions. The insurance coverage must be provided through insurance company/companies licensed to do business in the Commonwealth of Massachusetts and be acceptable to the Authority. The minimum limits of liability acceptable to the Authority include:
 - Workers' Compensation and Employers Liability in accordance with the laws of the Commonwealth of Massachusetts.
 - Comprehensive General Liability Insurance to Include:
 - Premises/operations,
 - Contractual liability,
 - Personal injury,
 - Products/completed operations,
 - Property damage.
 - With the following minimum limits of liability:
 - \$1,000,000 — Per occurrence for bodily injury
 - \$1,000,000 — Per Personal and Advertising injury
 - \$2,000,000 — General Aggregate
 - \$2,000,000 — Products/Completed Operations Aggregate
 - \$50,000 — Fire Damage
 - Business Automobile Liability Insurance, to cover the use of all owned, leased, hired, and non-owned vehicles. The minimum limits will be:
 - \$1,000,000 — Per occurrence for bodily injury
 - \$1,000,000 — Per occurrence for property damages
 - \$1,000,000 — Combined single limits

The Contractor will be responsible for paying all increases in vehicle insurance costs due to poor loss record during the term of the contract.

The Authority reserves the right to increase the amount or types of coverage after written notice to the Contractor at any time. In any event, such insurance coverage shall comply with statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by the Authority upon written request from the Contractor explaining the reasons therefore and may be allowed at the sole discretion of the Authority and only after written notice to the Contractor.

- d. Authority's Liability Insurance: The Authority may, at its sole discretion, cost and expense, obtain and maintain in force a commercial automobile liability insurance policy during the term of this Agreement, for claims for bodily injury and/or death, or property damage, arising out of, or based upon the operation of leased vehicles by the Contractor. Each such insurance policy shall contain provisions under which all primary and additional named insured parties shall be afforded a full and complete defense in any and all legal proceedings based on any covered claim for damage to persons, including death, or damage to or destruction of property, arising under such policy, and based upon the operation of leased vehicles by the Contractor up to the amount of said insurance coverage. Any such coverage would be secondary to the primary insurance coverage required of the Contractor.
- e. Specified Policies: Any insurance policy which the Authority shall be required to purchase and maintain, shall be in such form as is appropriate in the sole determination of the Authority. The Contractor acknowledges and agrees that, due to the nature of the insurance industry and the potential losses sought to be covered by the policy referenced in this Article, it may not be possible, practicable, convenient or economical for the Authority to purchase and maintain said insurance in the Coverage Amount. Therefore, the Authority reserves the right to change, in its sole discretion and for any reason, the Coverage Amount, and doing so shall not constitute a breach of this Agreement and shall not give rise to any claim by the Contractor. Upon written request of the Contractor, the Authority shall furnish to the Contractor a certificate of insurance evidencing that such insurance may be in effect.
- f. Liability Insurance. The Authority may, at its sole discretion, cost and expense, obtain and maintain in force a commercial automobile liability insurance policy during the term of this Agreement, which insurance shall provide coverage in the sum of no less than Four Million and 00/100 Dollars (\$4,000,000.00) per accident (the "Coverage Amount"), for claims for bodily injury and/or death, or property damage, arising out of, or based upon the operation of leased vehicles by the Contractor. Each such insurance policy shall contain provisions under which all primary and additional named insured parties shall be afforded a full and complete defense in any and all legal proceedings based on any covered claim for damage to persons, including death, or damage to or destruction of property, arising under such policy, and based upon the operation of leased vehicles by the Contractor up

to the amount of said insurance coverage. Any such coverage would be secondary to the primary insurance coverage required of the Contractor.

- g. Processing of Claims: The Contractor shall provide prompt written notice to the Administrator of the Authority, or a designee of the Administrator, of any and all claims made by or against the Contractor, and/or the Authority, in connection with this Agreement and the Paratransit Agreement. Contractor shall also provide prompt written notice to Contractor's insurance company of any and all claims made by or against the Contractor, and/or the Authority, in connection with this Agreement and the Paratransit Agreement.
 - i. The Authority shall also have the right to engage the services of its own claims representative or attorney in regard to such claims; however, the fees, expenses or other charges and costs relative thereto shall be borne by the Authority. Authority reserves the right to process, negotiate, settle, defend or prosecute any claims.
 - ii. The Contractor shall have the right to engage the services of its own claims representative or attorney in regard to such claims; however, the fees, expenses or other charges and costs relative thereto shall be borne by the Contractor, and shall not be construed to be part of any compensation to be paid by the Authority pursuant to the terms of the Paratransit Agreement, whether by way of reimbursement or otherwise.
 - iii. The Contractor shall have the sole responsibility for the processing, negotiation, settlement, defense or prosecution of said claims and any other claim not covered by any insurance policy.
 - iv. All accidents involving a Paratransit vehicle and/or incidents occurring on a Paratransit vehicle must be reported to PVTa via PVTa's internal claims system within twenty-four (24) hours.
- h. Certificate of Insurance: 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 PVTa. The PVTa shall be supplied with signed certificates of such insurance at least ten (10) business days prior to the commencement of any work under this Contract. Any deductible shall be the responsibility of the Contractor or Subcontractor.
 - i. Waiver of Subrogation: To the fullest extent permitted by law, Contractor and any Subcontractor waives all rights against PVTa and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.
 - j. Additional Insured Requirement: PVTa shall be listed as an "additional insured" on all policies, except Workers Compensation, as its interests appear under the terms of the contract. At the request of PVTa the Contractor shall have its insurance company mail a complete copy of the policy within thirty, (30) days of such request.
 - k. Insurance Review: All insurance is subject to review by an insurance agent/consultant chosen by the Authority in the event the Authority deems it necessary.

15. Changes in Leased Vehicles. The Authority retains the sole right to change the composition of the motor vehicles covered by this Agreement and described in Schedule A attached hereto. The Authority will give at least five (5) days notice to the Contractor before any such changes are executed. If a change in the composition of the fleet directly and solely causes an increase in costs to the Contractor for washing and cleaning the vehicles, the Contractor may request in writing an increase in its compensation to account for the same. The Contractor must make such written request no later than fourteen days from the date of such change, or the Contractor's right to make such a request shall be irrevocably waived. In the event that the Contractor makes a timely request and proves to the satisfaction of the Authority that an increase in costs has so resulted, the Authority and the Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation to account for the same.
16. Term of Lease. The term of this Agreement shall be for the same term as the Paratransit Agreement referred to hereinabove. If the Paratransit Agreement is terminated, this Agreement shall be construed to be terminated simultaneously therewith, and vice versa.
17. Condition of Vehicles
- a. The leased vehicles shall be maintained in a safe condition, and shall comply with all applicable Federal, State, and Local law, regulations, bylaws, etc. The Contractor shall promptly notify PVTA of any unsafe condition of any vehicle. Contractor shall be responsible for any unsafe condition of which Contractor knew or reasonably should have known, and shall be responsible for any and all damages resulting therefrom.
 - b. For the purpose of evaluating service related incentives and penalties, each day on which the required number of compliant vehicles are not provided will be excluded from the performance obligations/calculations.
18. General Provisions.
- a. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. Any dispute arising out of this Agreement shall be brought in the Massachusetts Superior Court, Hampden County, to whose jurisdiction Contractor submits.
 - b. Captions. The paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
 - c. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in regard to the transactions contemplated hereby, and supersede all prior discussions, agreements and understandings relating to the subject matter hereof. This Agreement shall not be amended or modified except by a written document, signed by all of the parties hereto. The signatures shall be the actual, full, genuine, handwritten signatures of each of the parties hereto, and not printed signatures, stamped signatures, initials or initialized signatures, telegram signatures, facsimile signatures, typewritten signatures, e-mail signatures or signatures produced or reproduced by any electronic, printed or other means.
 - d. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

- e. Authorization. The representatives signing this Agreement on behalf of the parties hereto certify that they are fully authorized to do so by the party for which they are signing this Agreement.

IN WITNESS THEREOF, executed as a Massachusetts sealed instrument as of the day and year first above written.

PIONEER VALLEY TRANSIT AUTHORITY
(PVTA/AUTHORITY)

[NAME OF CONTRACTOR]
(CONTRACTOR)

ATTEST:

ATTEST:

BY: _____
Administrator
Pioneer Valley Transit Authority
Duly Authorized

BY: _____
[Officer]
[Name of Contractor]
Duly Authorized

Fleet Active Vehicles By Location

Northampton

VAN#	YEAR	MAKE	MODEL	VIN#	PLATE #
5735	2018	FORD	E350 CUTVAN	1FDEE3F69JDC18545	PVT801
5736	2018	FORD	E350 CUTVAN	1FDEE3F60JDC18546	PVT692
5737	2018	FORD	E350 CUTVAN	1FDEE3F62JDC18547	PVT829
5738	2018	FORD	E350 CUTVAN	1FDEE3F63JDC17276	PVT29
5739	2018	FORD	E350 CUTVAN	1FDEE3F64JDC18548	PVT563
5740	2018	FORD	E350 CUTVAN	1FDEE3F66JDC18549	PVT554
5741	2018	FORD	E350 CUTVAN	1FDEE3F62JDC18550	PVT570
5742	2018	FORD	E350 CUTVAN	1FDEE3F64JDC18551	PVT488
5743	2018	FORD	E350 CUTVAN	1FDEE3F66JDC18552	PVT208

Springfield

VAN#	YEAR	MAKE	MODEL	VIN#	PLATE #
5724	2017	FORD	E350 CUTVAN	1FDEE3FSXHDC33451	PVT285
5728	2017	FORD	E350 CUTVAN	1FDEE3FS7HDC33455	PVT281
5732	2017	FORD	E350 CUTVAN	1FDEE3FS4HDC33459	PVT264
5746	2018	FORD	E350 CUTVAN	1FDEE3F6XJDC18554	PVT196
5747	2018	FORD	E350 CUTVAN	1FDEE3F61JDC18555	PVT650
5748	2018	FORD	E350 CUTVAN	1FDEE3F63JDC18556	PVT126
5749	2018	FORD	E350 CUTVAN	1FDEE3F67JDC17278	PVT996
5750	2018	FORD	E350 CUTVAN	1FDEE3F60JDC20751	PVT991
5751	2018	FORD	E350 CUTVAN	1FDEE3F62JDC20752	PVT987
5752	2018	FORD	E350 CUTVAN	1FDEE3F64JDC20753	PVT986
5753	2018	FORD	E350 CUTVAN	1FDEE3F66JDC20754	PVT924
5755	2018	FORD	E350 CUTVAN	1FDEE3F6XJDC20756	PVT985
5756	2018	FORD	E350 CUTVAN	1FDEE3F61JDC20757	PVT979
5757	2018	FORD	E350 CUTVAN	1FDEE3F63JDC20758	PVT990
5758	2018	FORD	E350 CUTVAN	1FDEE3F65JDC20759	PVT993
5759	2018	FORD	E350 CUTVAN	1FDEE3F61JDC20760	PVT318
5760	2018	FORD	E350 CUTVAN	1FDEE3F63JDC20761	PVT540
5762	2018	FORD	E350 CUTVAN	1FDEE3F67JDC20763	PVT995
5763	2018	FORD	E350 CUTVAN	1FDEE3F69JDC20764	PVT988
5764	2018	FORD	E350 CUTVAN	1FDEE3F60JDC20765	PVT925
5765	2018	FORD	E350 CUTVAN	1FDEE3F62JDC20766	PVT997
5766	2018	FORD	E350 CUTVAN	1FDEE3F64JDC20767	PVT998
5767	2018	FORD	E350 CUTVAN	1FDEE3F67JDC17278	PVT994
5768	2018	FORD	E350 CUTVAN	1FDEE3F66JDC20768	PVT999
5770	2018	FORD	E350 CUTVAN	1FDEE3F66JDC20754	PVT980
5771	2018	FORD	E350 CUTVAN	1FDEE3F68JDC22540	PVT983
5772	2018	FORD	E350 CUTVAN	1FDEE3F64JDC20770	PVT989
5774	2018	FORD	E350 CUTVAN	1FDEE3F68JDC20772	PVT982
5775	2019	FORD	E350 CUTVAN	1FDEE3F6XKDC21407	PVT244
5776	2019	FORD	E350 CUTVAN	1FDEE3F61KDC25927	PVT245
5777	2019	FORD	E350 CUTVAN	1FDEE3F67KDC25933	PVT246
5778	2019	FORD	E350 CUTVAN	1FDEE3F69KDC25934	PVT248
5779	2019	FORD	E350 CUTVAN	1FDEE3F68KDC25939	PVT234
5780	2019	FORD	E350 CUTVAN	1FDEE3F64KDC25940	PVT239
5781	2019	FORD	E350 CUTVAN	1FDEE3F66KDC25941	PVT238
5782	2019	FORD	E350 CUTVAN	1FDEE3F68KDC25942	PVT240
5783	2019	FORD	E350 CUTVAN	1FDEE3F6XKDC25943	PVT271
5784	2019	FORD	E350 CUTVAN	1FDEE3F6XKDC25944	PVT273
5785	2019	FORD	E350 CUTVAN	1FDEE3F61KDC25945	PVT270
5786	2019	FORD	E350 CUTVAN	1FDEE3F67KDC25946	PVT977
5787	2019	FORD	E350 CUTVAN	1FDEE3F69KDC25949	PVT923

5788	2019	FORD	E350 CUTVAN	IFDEE3F68KDC25950	PVT922
5789	2019	FORD	E350 CUTVAN	IFDEE3F64KDC25951	PVT921
5790	2019	FORD	E350 CUTVAN	IFDEE3F66KDC25952	PVT920
5791	2019	FORD	E350 CUTVAN	IFDEE3F68KDC25953	PVT237
5792	2019	FORD	E350 CUTVAN	IFDEE3F6XKDC25954	PVT230
5793	2019	FORD	E350 CUTVAN	IFDEE3F66KDC25955	PVT236
5794	2019	FORD	E350 CUTVAN	IFDEE3F68KDC25956	PVT233
5795	2019	FORD	E350 CUTVAN	IFDEE3F6XKDC25957	PVT232
5796	2019	FORD	E350 CUTVAN	IFDEE3F61KDC25958	PVT231
5797	2019	FORD	E350 CUTVAN	IFDEE3F63KDC25959	PVT241
5798	2019	FORD	E350 CUTVAN	IFDEE3F6XKDC25960	PVT228
5799	2019	FORD	E350 CUTVAN	IFDEE3F61KDC25961	PVT227
5800	2019	FORD	E350 CUTVAN	IFDEE3F63KDC25962	PVT226
5801	2019	FORD	E350 CUTVAN	IFDEE3F65KDC25963	PVT910
5802	2019	FORD	E350 CUTVAN	IFDEE3F60KDC25928	PVT913
5803	2019	FORD	E350 CUTVAN	IFDEE3F65KDC25929	PVT912
5804	2019	FORD	E350 CUTVAN	IFDEE3F61KDC25930	PVT911
5805	2019	FORD	E350 CUTVAN	IFDEE3F63KDC25931	PVT916
5806	2019	FORD	E350 CUTVAN	IFDEE3F65KDC25932	PVT915
5807	2019	FORD	E350 CUTVAN	IFDEE3F66KDC27575	PVT903
5808	2019	FORD	E350 CUTVAN	IFDEE3F68KDC27576	PVT32
5809	2019	FORD	E350 CUTVAN	IFDEE3F6XKDC27577	PVT28
5810	2019	FORD	E350 CUTVAN	IFDEE3F6XKDC27580	PVT976
5811	2019	FORD	E350 CUTVAN	IFDEE3F61KDC27581	PVT909
5812	2019	FORD	E350 CUTVAN	IFDEE3F65KDC27583	PVT908
5813	2019	FORD	E350 CUTVAN	IFDEE3F67KDC27584	PVT907
5814	2019	FORD	E350 CUTVAN	IFDEE3F69KDC27585	PVT906
5815	2019	FORD	E350 CUTVAN	IFDEE3F60KDC27586	PVT919
5816	2019	FORD	E350 CUTVAN	IFDEE3F62KDC27587	PVT918
5820	2022	FORD	E350 CUTVAN	1FDEE3FK4NDC42254	PVT772
5821	2022	FORD	E350 CUTVAN	1FDEE3FKXNDC42257	PVT771
5822	2022	FORD	E350 CUTVAN	1FDEE3FKXNDC42260	PVT765
5823	2022	FORD	E350 CUTVAN	1FDEE3FK3NDC42262	PVT760
5824	2022	FORD	E350 CUTVAN	1FDEE3FK0NDC42266	PVT770
5825	2022	FORD	E350 CUTVAN	1FDEE3FK4NDC42268	PVT766
5826	2022	FORD	E350 CUTVAN	1FDEE3FK6NDC42269	PVT767
5827	2022	FORD	E350 CUTVAN	1FDEE3FK4NDC42271	PVT763
5828	2022	FORD	E350 CUTVAN	1FDEE3FK8NDC42273	PVT769
5829	2022	FORD	E350 CUTVAN	1FDEE3FKXNDC42274	PVT764
5830	2022	FORD	E350 CUTVAN	1FDEE3FK3NDC42276	PVT768
5831	2022	FORD	E350 CUTVAN	1FDEE3FK9NDC42282	PVT735
5832	2022	FORD	E350 CUTVAN	1FDEE3FK6NDC42286	PVT734
5833	2022	FORD	E350 CUTVAN	1FDEE3FK8NDC42290	PVT733
5834	2024	FORD	METROLITE	1FDEE3FN3RDD45827	PVT774
5835	2024	FORD	METROLITE	1FDEE3FN8RDD45628	PVT737
5836	2024	FORD	METROLITE	1FDEE3FN5RDD45764	PVT738
5837	2024	FORD	METROLITE	1FDEE3FN2RDD45592	PVT736
5838	2024	FORD	METROLITE	1FDEE3FN4RDD45805	PVT732
5839	2024	FORD	METROLITE	1FDEE3FN7RDD45636	PVT754
5840	2024	FORD	METROLITE	1FDEE3FN9RDD45735	PVT755
5841	2024	FORD	METROLITE	1FDEE3FN3RDD45794	PVT756
5842	2024	FORD	METROLITE	1FDEE3FN6RDD45580	PVT761
5843	2024	FORD	METROLITE	1FDEE3FN7RDD45524	PVT753
5844	2024	FORD	METROLITE	1FDEE3FN9RDD45671	PVT759
5845	2024	FORD	METROLITE	1FDEE3FN8RDD45600	PVT730
5848	2024	FORD	METROLITE	1FDEE3FNXRDD45582	PVT703
5849	2024	FORD	METROLITE	1FDEE3FN0RDD45574	PVT762
5850	2024	FORD	METROLITE	1FDEE3FN4RDD45562	PVT721
5851	2024	FORD	METROLITE	1FDEE3FN5RDD45585	PVT174
5852	2024	FORD	METROLITE	1FDEEF3N3RDD45603	PVT720
5853	2024	FORD	METROLITE	1FDEE3FN5RDD45716	PVT173

5854	2024	FORD	METROLITE	1FDEE3FN8RDD45595	PVT722
5855	2024	FORD	METROLITE	1FDEE3FN3RDD46517	PVT724

ROAD SUPERVISORS VEHICLES

VAN#	YEAR	MAKE	MODEL	VIN#	PLATE #
9409	2014	FORD	ESCAPE	1FMCU9GX9EUD0988	PVT821
9428	2023	FORD	ESCAPE	1FMCU9MN5PUA43839	PVT701
9429	2023	FORD	ESCAPE	1FMCU9GN8PUA24357	PVT702