

TOWN OF BEDFORD

RFP

BUS SERVICE

July 13, 2016

Proposals to be received by:
11:00 a.m. on August 1, 2016
10 Mudge Way
Town Manager's Office
Bedford, MA 01730

Town of Bedford, Massachusetts

Request for Proposals

Bus Service

The Town of Bedford, Massachusetts is a suburban community located 15 miles northwest of Boston. Bedford encompasses 13.9 square miles and has a population of approximately 14,000. The Town desires to implement a bus service using a dedicated bus purposed principally for the Town of Bedford that will operate for six (6) hours daily, Monday through Friday, normally from 12:00 p.m. until 6:00 p.m. This bus service will not operate on legal holidays.

This Request for Proposals is for Bus Service including vehicles, drivers, and maintenance, involving a one (1) year contract with two (2) additional optional years. The projected contract start date is on or about September 12, 2016.

Sealed proposals for public Bus Service within the Town of Bedford must be received, in-person or by postal mail, by the Town Manager's Office, 10 Mudge Way, Bedford, Massachusetts 01730 by 11:00 a.m. on August 1, 2016. The clock at the Town Manager's Office will be considered official. Any interpretation or supplemental information provided to respondents will be issued in the form of written addenda to the RFP and will be sent by email to all persons on record as having received the RFP.

Faxed proposals and emails of proposals are not acceptable. With submission of a proposal, the proposer acknowledges that he, she, or it has read and understands the requirements and conditions herein. Regardless of the cause of delay, no proposals that are received after the deadline shall be given any consideration. The responsibility for ensuring the receipt of proposals before the specified closing time is incumbent upon the respondents.

Separate *sealed* PRICE and NON-PRICE Proposals, pursuant to Massachusetts General Laws Chapter 30B, are required. A one thousand dollar (\$1,000) proposal deposit, in the form of cash, certified check or a cashier's check is required. Proposal deposits will be held until a contractor is selected. The deposit of the contractor that is selected will be held until the contract is signed.

By submitting a proposal, the proposer agrees that its proposal(s) shall be firm and may not be withdrawn for a period of forty-five (45) days, Saturdays, Sundays and legal holidays excluded, after the opening of the proposals on August 1, 2016. The Contract will be awarded to the most advantageous responsive and responsible proposer capable of performing the services contemplated and meeting the minimum criteria set forth in Section 2, Specifications for Bus Service. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in Section 1, General Instructions to Proposers.

Contract documents consisting of General Instructions to Proposers, Specifications for Bus Service, Proposal Forms, Contract and other documents may be examined by contacting the Chief Procurement Officer. The Town reserves the right to accept or reject, in whole or in part, any or all proposals or take whatever other action may be deemed to be in the best interest of the Town of Bedford.

This project will be partially funded through the Massachusetts Community Transit Grant Program.

Town of Bedford, Massachusetts
Request for Proposals
Bus Service

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Town of Bedford, Massachusetts
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1. General Instructions to Proposers

A. General Statement of Service

The work contemplated shall consist of furnishing all motor vehicles, equipment, maintenance, insurance, labor, and fuel required to operate a public transportation service as described in Sections 2 and 3 of this Request for Proposals (RFP) Document. This contract is for a one year period with two one-year extensions in accordance with M.G.L. c. 30B. The projected start date will be on or about September 12, 2016.

B. Invitation to Submit Proposal

Contract documents consisting of General Instructions to Proposers, Specifications for Bus Service, Proposal Forms, Contract and other documents may be examined and/or obtained at the Town Manager's Office, 10 Mudge Way, Bedford, Massachusetts 01730. Sealed proposals for Bus Service will be received by the Town of Bedford at the same location, until 11:00 a.m. on August 1, 2016. Each proposer must submit separate sealed PRICE and NON-PRICE proposals as outlined in these General Instructions to Proposers.

C. Schedule

Award of Contract: Proposals will be evaluated and successful proposer notified on or about Monday, August 8, 2016. All proposers will receive notice of the award.

D. Communication and Requests

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offer shall be with the representative identified in Section I below. At any time before July 25, 2016, proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Only written responses provided as addenda to the RFP shall be official and all other forms of communication with any officer, employee or agent of the Town of Bedford shall not be binding. The Town reserves the right to reject any proposed change to the RFP requested by the proposers.

E. Addenda to RFP

The Town of Bedford reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. The Town of Bedford shall provide copies of addenda to all prospective proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addendum shall not relieve the proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals by inclusion of the Amendments to Request for Proposals form in their proposals (which can be found in Section 6 of this document).

If the Town of Bedford determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Town of Bedford determines will allow proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

F. Proposers' Examination of Documents

Each proposer is expected to examine carefully the location of the contemplated services, the proposed work, the complete proposal, plans, specifications, special instructions and provisions, and contract forms before submitting a proposal. Failure to do so will not relieve a successful proposer of his/her/its obligation to furnish all service, equipment, labor and materials necessary to carry out the provisions of this Contract. The submission of a proposal shall be considered prima facie evidence that the proposer has made such examination of the proposed service, plans, proposals, specifications, special instructions and provisions, and contract forms, and is familiar with the conditions to be encountered in performing the service and as to the requirements of the contemplated services, plans, specifications, special provisions and contract.

G. Submission of Proposal

Proposers are required to make their proposal on the Proposal Forms which are part of these documents and each Proposal Form, where indicated, shall carry the signature of the proposer. The PRICE Proposal (one (1) copy) and the NON-PRICE Proposal (six (6) copies) shall be submitted in two (2) separate sealed envelopes bearing on the outside the name and address of the proposer, and the inscription "Bus Service (PRICE Proposal) " on one of the envelopes and "Bus Service (NON-PRICE Proposal)" on the other.

All proposals shall be signed correctly, in ink, in the following manner:

- ◆ If the proposal is made by an individual, that individual's name and address shall be given.
- ◆ If the proposal is made by a partnership or corporation, it shall be signed by a duly authorized person, who shall give his/her name and title as well as the name and address of the partnership or corporation.
- ◆ If the proposal is made by a partnership, the names and addresses of the individual members shall be given.
- ◆ If the proposal is made by a corporation, the name and the State under the laws of which said corporation is chartered and the names, title, and business addresses of President, Treasurer, and Managers shall be given.

On the PRICE Proposal Forms, the proposer shall specify prices in both words and figures, in ink or type. In case of a discrepancy between the words and the figures, the written words shall govern. The PRICE Proposal envelope will remain sealed until the NON-PRICE (technical) proposal has been evaluated.

NON-PRICE Proposals should include all necessary information for the Selection Committee to properly evaluate the capabilities of the proposer. Information is requested both generally and through the completion of forms. On the NON-PRICE Proposal Forms, the proposer shall show the information for the main fleet vehicle including make and model, seating capacity, model year, and overnight parking location. On the same form, the proposers should list similar information for one (1) back-up vehicle.

The NON-PRICE Proposal Form also requires the submission of a complete list of all current customers who have had a similar bus service installed and operational for at least two (2) years, with contact names and telephone numbers; financial data; statement of partnership or corporate status (if necessary); certificates of non-collusion and of tax compliance; and other information as requested therein. In addition, vehicle brochures and manufacturer's specifications sheets shall be included with the forms. Also, complete lifetime maintenance records for each piece of equipment proposed to be used is required.

Proposers may withdraw their proposals provided the request is in writing and in the hands of the Chief Procurement Officer before 11:00 a.m. on Friday, July 29, 2016. Any such proposal will be returned unread. Once the proposals are opened, no contractors will be allowed to withdraw their proposals. Proposers may modify proposals that they have submitted to the Town by submitting the modification in a separate sealed envelope before 11 a.m. on July 29, 2016. Proposers may not modify proposals after 11:00 a.m. on July 29, 2016.

The Town of Bedford reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

There shall be no negotiations regarding the RFP once it has been released. The proposals received by the Town will not be publicly opened. A register will be kept of all proposers and modifications at the time of proposal opening.

H. Proposal Deposit

The NON-PRICE proposal form for the Bus Service shall be accompanied by a proposal deposit to secure the execution and delivery of the Contract and shall be by cash, by certified check, or by cashier's check issued by a responsible bank or trust company, payable to the Town of Bedford in the amount of one thousand dollars and no cents (\$1,000.00). All proposal deposits will be returned upon the execution and delivery of the Contract or within forty-five (45) days, excluding Saturdays, Sundays, and legal holidays, unless forfeited by reason of the successful proposer's failure or refusal to execute the Contract or furnish the required performance herein stipulated.

I. Contract Evaluation and Award

Evaluations will be based on any and all information obtained by the Town of Bedford, including an analysis of the submitted proposal documents and verification of references. The Town reserves the right to contact sources from whom references were not provided. Evaluations shall also include an inspection of the proposed vehicles and/or an inspection of the proposer's facilities (including maintenance facilities).

Proposals which are incomplete or obscure may be rejected. Proposals which contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as informal or improper, all as provided for pursuant to M.G.L. c. 30B or as the Town of Bedford otherwise deems appropriate. Any or all proposals will be rejected if there is a reason for the Town to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration in future proposals for the same work, and the proposer may be disqualified from proposing on any future work for the Town of Bedford.

After proposals have been assigned ratings by a Selection Committee based on each of the evaluation criteria specified in Section 3, a composite rating will be assigned to the proposals based on the evaluators' overall assessment of the individual ratings weighted as they deem appropriate. The most advantageous proposal(s) will be recommended to the Town Manager. The PRICE Proposals will then be opened to determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and evaluation criteria set forth in the request for proposal. The Bedford Selectmen shall have final authority to award the contract. The contract is expected to be awarded on or around August 8, 2016.

The Town of Bedford reserves the right to waive any minor informalities, to accept or reject any or all proposals or take whatever other action may be deemed to be in the best interest of the Town of Bedford. Any questions about these documents with regard to Bus Service should be directed to Michael Rosen, Assistant Town Manager, Town Manager's Office, 10 Mudge Way, Bedford, Massachusetts 01730. This individual has been duly delegated responsibility for responding to such questions by Richard T. Reed, the Town Manager and Chief Procurement Officer.

Town of Bedford, Massachusetts
Request for Proposals
Bus Service

2. Specifications For Bus Service

A. Description of Transportation Services

The Town of Bedford (for the Middlesex 3 Coalition) aims to begin a community transit pilot program establishing a door to door on-demand shuttle service for Bedford residents in the fall of 2016. The service would be primarily on-demand initially, with users scheduling rides via a call/dispatch center and/or website. The bus shall be dedicated solely for the Bedford transit pilot program during the designated service hours.

While the shuttle service would primarily serve Bedford residents, the Town is also interested in exploring the option of a fixed-route serving employees at Bedford-located businesses during lunchtime hours on a limited basis. The lunchtime fixed-route service will be evaluated prior to the launch of service. The Town may also be interested in exploring whether additional fixed routes would be feasible including out-of-town trips not currently served by Bedford's existing local transit service, the BLT. The Town is interested in the Proposer's willingness to work with the Town on developing fixed-route alternatives after data collection and analysis on ridership trends after the service has begun. For the duration of the pilot program, data gathered on ridership demographics, routes, and destinations will be used to make adjustments to the service as needed.

1. Hours of Service and Schedule:

The proposed service will run for six (6) hours daily, from Monday through Friday, normally from the hours of 12 pm to 6 pm, excluding federal holidays. The Town of Bedford reserves the right to amend the daily hours of service after pilot launch. Proposers should propose an hourly rate that includes the cost to extend service for hours outside the listed hours for special events or circumstances. The service is projected to begin on or about September 12, 2016. The pilot program is anticipated to run through June 30, 2017. There will be an option to renew the contract for a first additional year from July 1, 2017 to June 30, 2018. There will be a second additional option year to extend service from July 1, 2018 to June 30, 2019. **Options to renew will be exercised at the sole discretion of the Town of Bedford, communicated in writing from the Bedford Selectmen or their designee.** The Town will establish a fare to be charged to the passenger.

In the event of extreme weather and/or road conditions, the Town reserves the right to cancel the bus service until such time as the Town determines that the weather and/or road conditions are safe. The Town will notify the Contractor at least one (1) hour prior to the regularly scheduled start of the bus service and no compensation will be paid for service. If the Town cancels the bus service less than one (1) hour prior to the regularly scheduled start of the bus service but before three (3) hours of service have been provided, the Contractor shall be compensated for three (3) hours per vehicle. If the Town determines that the roads are unsafe for bus service more than three hours (3) after the regularly scheduled start of the bus service, the Town will only compensate the Contractor for the hours of service provided.

Service Increase or Reduction

The Town reserves the right, in its sole discretion, to schedule additional days and hours of service. In the event the Town schedules services for Saturdays, Sundays, holidays, or any other additional hours, the Contractor must provide these services at the same unit costs as those identified in the contract. The total number of hours of operation may be increased or reduced by the Bedford Selectmen or their duly authorized representative, provided the Contractor is given fourteen (14) calendar days' notice.

2. Shuttle and Service Specifications:

Proposers should also provide the following as part of vehicle specifications:

- Vehicles, commercially licensed drivers, insurance, maintenance, back-up vehicles, Wi-Fi, and cleaning will be provided by the Contractor. Back-up vehicles and drivers should be available as needed to maintain continuous service during the scheduled hours.
- Accommodations for up to fourteen (14) passengers with accessibility for one (1) wheelchair.
- GPS Tracking to enable the public to view the current location of shuttle.
- ADA/Wheelchair accessible.
- Seatbelts.
- Branding/Logo on the shuttle exterior to identify the vehicle.
- Security camera on the shuttle.

Note: Fuel for the shuttle may be obtained by the Contractor at the Town of Bedford Department of Public Works (314 Great Road, Bedford, MA 01730) at no additional cost to Contractor. The Town of Bedford will not otherwise be responsible for paying for fuel for the bus service.

3. Additional Services:

- Dispatch/Call Center Service should be provided and open between the hours of 8:00 am and 4:00 pm, Monday through Friday. A Dispatch Call Center will provide live dispatchers with the ability to receive calls, answer questions, and book passengers for trips. Dispatchers shall also provide information to callers about how they may arrange a ride on Bedford's existing local transit service, the BLT. The Dispatch/Call Center should have the ability, through software or other platforms, to capture rider data and track statistics.
- Ridership Data Analysis and Administration should be provided by the Contractor for setting up and administering monthly passes and accounting for collecting and processing passenger fares, analyzing ridership and ridership patterns, and recommending changes to route/schedules. Details on the data collection and analysis are provided below in Section 4. The Contractor shall provide reasonable access to the Town of Bedford for an inspection of its records related to services, provided by the Contractor upon request.
- Marketing materials shall be provided by the selected Contractor no later than August 22, 2016 to publicize the service to Bedford residents. All marketing materials will be provided for the Town's input and final approval. The Contractor will provide print-ready electronic files (pdfs) of flyers. The Town will be responsible for printing and distributing the flyer. Materials to be provided by the Contractor include the following:
 - One-page color flyer for residents and a one-page color flyer to market the lunchtime service to company employees. The flyers will be updated by the Contractor quarterly as needed.
 - A website designed to provide details on the service to residents. The proposer should include an option to enable the website to allow users to request rides and schedule updates. The website will be updated and maintained continuously.
 - A logo and branding to be displayed on the shuttle and used on flyers and the website. The Contractor will develop three (3) logo concepts for the Town's review. The Town of Bedford will provide the Contractor with the name to be used for the service.
 - Youth Ridership marketing/educational materials along with parental permission forms that could be used for youth riders.
- The Contractor will assist in evaluating the feasibility of a lunchtime route that would carry employees from outlying business parks within two business districts in Bedford to Bedford Center during lunchtime hours once a week. Town staff has already conducted a business survey

demonstrating interest in and demand for such a route.

4. Data Collection and Analysis

The Town of Bedford has identified standards of success which will be used to determine whether the pilot program merits a continuation and/or expansion after the trial period. The Proposer should detail its ability to track and collect the following data, and shall be responsible for tracking such data:

- Ridership/Number of Individual Passenger Trips by Month
- New Riders by Month (demonstrates increases individuals participating)
- Average Passengers per hour by Month
- Average Passengers per day by Month
- Gross Cost per Ride by Month
- Net Cost per Ride by Month
- Average Length of Time per Ride by Month
- One passenger satisfaction survey annually

The Contractor will work with Town staff to conduct quarterly evaluations during the pilot program service to evaluate and fine-tune the transportation service as needed. These evaluations will analyze data collected for the measures above as well as data on common origins and destinations. The data analysis will assist the Contractor working with Town staff to fine-tune and suggest regular routes where users can be grouped if they have the same point of origin and/or destination.

5. Service Area

The transportation service area for the shuttle service will be the entire Town of Bedford. The Town is interested in extending service to business districts nearby in the Town of Burlington and the Town of Billerica for certain destination involving, for example, grocery shopping and medical services. The Town is interested in learning about the Proposers' flexibility in adapting the coverage area depending on user demand and interest.

B. Contractor's Equipment Responsibility

In addition to the provision of one fleet vehicle and one back up vehicle(s), also note the Contractor's responsibilities in Section 2.D, Contractor's Equipment Repair and Maintenance Responsibilities.

1. Equipment for Main Bus

The Contractor shall be responsible for providing one (1) main bus/vehicle except as described in Section B.1.2. below) and one (1) back-up vehicle. Proposers must provide the Town with detailed specifications for each proposed vehicle.

The Town may require small changes in the submitted vehicle specifications and any resulting change in vehicle cost may be passed on or credited to the Town. The Town or its Agent reserves the right to inspect all proposed vehicles. The successful proposer is expected to maintain the vehicles in good operating condition throughout the course of the contract. Additionally, installation of any hardware, signs, decals, etc. on the outside or inside of the buses must be approved by the Town in advance.

The Town will determine the acceptability of the proposed vehicles according to the specifications listed below and the Evaluation Criteria in Section 3. Proposed vehicles not meeting the following specifications will be eliminated from consideration. The vehicle specifications listed below are not intended to limit the proposal to a specific make or model. The main bus proposed must:

- Be no earlier than 2014 model year vehicle
- Be 100% compliant with the exhaust emission standards as described in the EPA Regulatory Announcement EPA420-F-00-057
- Be available to start service on Monday, September 12, 2016
- Seat a minimum of fourteen (14) passengers in the absence of wheelchair securement

- Have handles on the aisle seats
- Have up-to date certification by the Massachusetts Department of Utilities (DPU)
- Be equipped with snow tires in appropriate weather or all-weather tires
- Be heated and air conditioned, as appropriate
- Comply with the "American with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, " 49 CFR Part 38, and include a provision of a lift or ramp and internal securement area for one (1) wheelchair. The universal handicap decal will be affixed to the front, upper boarding corner of the fleet bus to identify its ADA compliance.
- Be equipped with a standard locked farebox in view of the driver that include removable vaults. In addition to the one (1) vault that comes with the farebox on the main fleet bus, there must be one (1) backup vault for daily exchange purposes, for a total of two (2) vaults.
- The inside bus configuration must allow the farebox to be installed so it is easily accessible by the boarding passenger
- The vehicle and any backups used will have a hard-wired radio system that connects to dispatch. Drivers will also carry a cellular phone in case of any emergency, however, drivers will be prohibited from using them except in emergencies
- Be equipped with an interior display mounting to post flyers for fares, route changes and promotions generated by the Town.

2. Alternative Vehicle Configurations

All seating requirements discussed below pertain to the absence of wheelchair securement.

The Town requires that all vehicles have at least fourteen (14) seats. The Town is also interested in, and may contract for a bus having twenty-five (25) seats. In order that potential vendors may be considered on an equal basis, the proposer is required to submit technical and pricing information for the basic proposal, and is also strongly advised to submit technical and pricing information for one alternative, as described below:

- Basic Proposal (required): One bus seating fourteen (14) passengers (as described in 2.B.1 above)
- Alternative (optional, but desirable): One bus seating twenty-five (25) passengers

For each of the configurations listed above, the proposer is required to state:

- The additional cost for the installation of a 2-bicycle rack to be mounted on the front of each main fleet vehicle and at least one (1) back up vehicle
- The additional cost for having the main vehicle shrink-wrapped with a design according to Bedford's specifications, instead of painting onto the bus.

C. Contractor's Management and Personnel Responsibility

1. Personnel Responsibilities

- a. The Contractor must provide at its expense duly licensed operators for all equipment. The Contractor shall exercise good judgment in hiring and supervising operators to ensure that operators are mature, honest and responsible individuals with good driving records. The Contractor must provide copies of operators' commercial driver's license and DPU certification. Persons with prior felonious convictions may not operate buses. The Town reserves the right to require the Contractor to change or remove specific operators whose maturity, honesty, and/or responsibility is questionable, or who do not otherwise satisfy the requirements of this RFP.
- b. In light of the fact that the successful proposer will be responsible for transporting Bedford's residents, including schoolchildren, the successful proposer shall be required

to, at the Contractor's sole cost, apply for certification that will permit access to the criminal offender record information ("CORI") system, and the sexual offender record information ("SORI") system. The successful proposer shall be required to take all lawful steps to obtain criminal background information through the CORI system for each individual who will serve as an employee or independent contractor to drive the proposer's transportation routes. In addition, the successful proposer shall take all lawful steps to qualify for access to the sex offender registry information ("SORI") system, and the successful proposer shall take all lawful steps to obtain sex offense information for each individual who will serve as an employee or independent contractor to drive the proposer's transportation routes. To the extent legally permitted, no person with a criminal or sexual offense background will be hired as an employee or independent contractor to drive for the proposer.

In addition to the requirements that are set forth above, the successful proposer shall, to the extent permitted by law and at the successful proposer's cost, ensure that each employee or independent contractor undergoes a satisfactory medical check and is fit to perform his or her driving responsibilities. Finally, the successful proposer will be required to furnish to Bedford the name and address of each driver who will serve as an employee or independent contractor of the proposer in the performance of this contract.

These requirements will be in force throughout the term of this contract, and they shall apply to all existing employees and independent contractors and all new employees or independent contractors of the successful proposer who will be driving the proposer's transportation routes. The requirements that are set forth above are mandatory, and they shall not be waived for any proposer for any reason.

- c. The Contractor must implement a drug testing policy for drivers in accordance with Federal law including: Procedures for Transportation Workplace, Drug and Alcohol Testing Programs (49 CFR Part 40); Prevention of Prohibited Drug Use in Transit Operations (49 CFR Part 653); and Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations (49 CFR Part 653 and 654). The Town of Bedford must be provided with the written policy of the Contractor regarding drug testing. The Town of Bedford may require that the Contractor complete drug testing on individuals if reasonable suspicion exists or after an accident occurs and the Contractor shall promptly comply with any such request. The Town may request copies of drivers' test results.
- d. The Contractor shall be required to adequately teach drivers proper fare collection methods, proper ridership tally requirements, customer service techniques, wheelchair lift or ramp operating procedures, and all other applicable procedures.
- e. The Contractor shall ensure that the operators maintain their own person in a clean and neat manner. Uniform shirts for all drivers are highly recommended to promote a professional appearance. The drivers should relate to the riders in a manner which reflects the image of a specialized community service. They shall be courteous, helpful, and friendly. They shall comply with any and all rules and regulations of the Selectmen (contained in this section, SPECIFICATIONS FOR BUS SERVICE) applicable to the Bus system.
- f. Drivers shall not smoke on the buses. Drivers shall not eat while transporting passengers.
- g. The Contractor shall instruct its personnel that no gratuities or tips shall be solicited or accepted for any reason from any person using the service, and the Contractor shall be required to enforce said restriction.
- h. If a driver violates the regulations contained in this section, SPECIFICATIONS FOR BUS SERVICE and/or the General Laws of Massachusetts, Code of Massachusetts Regulations, or federal law or regulations, said driver may be prohibited by the Town from operating Town bus services.

- i. The driver shall ensure that the regulations for riders are enforced. Rider regulations are as follows:
 - ◆ All riders are required to present a valid pass, transfer, ticket or exact fare, unless otherwise directed by the Town.
 - ◆ Within the buses, riders shall not: smoke; eat; vandalize the vehicles; or use or engage in offensive, rowdy behavior.
 - ◆ Any passenger not complying with the restrictions listed may be asked to leave the bus. Mature judgment should be used in handling the above situations.
 - ◆ If a pass system is implemented, any passenger using an invalid pass or misusing his/her pass shall have the pass confiscated.
- j. The Contractor shall ensure that drivers complete and submit all reports as required in Section 2.F, Contractor’s Data Collection and Reporting Responsibilities.
- k. A Contact Supervisor shall be available for contact by phone during all hours of operation.

2. Training

The Contractor is responsible for training contractor personnel. Drivers must be trained on routes, customer service, fare collection, and other policies of Bus Service and requirements of this RFP before completing routes on their own. Supervisors and drivers must also receive training on wheelchair lift and ramp operation and securement. This training is available through the Massachusetts Rural Transit Assistance Program or a similar organization. Town of Bedford may require that drivers complete a written and/or road test before being allowed to cover routes on their own.

3. Scheduling

- a. Drivers shall be available at least ten (10) minutes before the start of their daily service shift and shall not leave their posts until another driver for their bus arrives.
- b. Drivers shall be required to be available at all times during service hours. Drivers shall be required to arrive within five (5) minutes of their scheduled time unless affected by traffic or weather conditions.
- c. Reports of downtime and other scheduling difficulties are to be submitted according to Section 2.F, Contractor’s Data Collection and Reporting Responsibilities.

D. Contractor’s Equipment Repair and Maintenance Responsibilities

1. Care of Equipment

- a. The Contractor will also be required to provide the necessary services for cleaning, maintaining, and repairing the vehicle exterior and interior passenger area in accordance with reasonable standards established by the Town.
- b. All equipment shall be maintained by the Contractor in a clean, attractive and trouble-free condition in order to encourage ridership and assure minimum disruption of normal operations. Damage and vandalism to equipment shall be corrected within one (1) week, unless another repair schedule is agreed to by the Town.
- c. Interiors of vehicles shall be swept daily at the end of each shift by the Contractor. Windows and interiors of vehicles shall be washed at least two (2) non-consecutive days each week.
- d. Vehicle exteriors shall be kept clean and washed at least two (2) non-consecutive days each week. Additional washing will be necessary in inclement weather.
- e. All the above shall be arranged so as not to interfere with operating hours of service.
- f. All equipment, care of the equipment, and repairs to the equipment are at the Contractor’s sole cost and expense.

2. Vehicle Out-of-Service

In case of a breakdown during operation, it is expected that the riders on the out-of-service vehicle will be accommodated as soon as possible. The back-up vehicle must be in service on the appropriate route within thirty (30) minutes. The Contractor shall notify the Town of Bedford within ten (10) minutes whenever a bus is out of service, or whenever the schedule is interrupted in any way.

3. Vehicle Repairs

The Contractor shall provide at his expense all repairs and maintenance of equipment for all transit vehicles furnished to the Town to ensure vehicle safety as well as reliability. This shall be done in accordance with the manufacturer's recommendations, including preventive maintenance, and in a manner that will ensure all vehicles used are in reliable operating condition throughout the term of the contract.

4. Fueling of Vehicles

All buses/vehicles must start the day with a full tank of fuel. Vehicles must be fueled at Bedford DPW immediately after revenue service hours.

5. Inspection

The Town reserves the right to inspect all vehicles a maximum of two (2) times a year on the Town's premises, and to expect cooperation from the Contractor to ensure there is no downtime as a result of these inspections. Legible maintenance and warranty records shall be delivered to the Town Manager on a quarterly basis. They shall be dated, show vehicle number, mileage and work performed.

E. Contractor's Revenue Collection Responsibilities

1. Rider Revenue

The Contractor will be required to receive and collect rider revenue and will be accountable to the Town for the collection of all revenue in a manner acceptable to the Town and consistent with the following procedures:

- a. The Town will inform the Contractor on the standard charge per ride according to classifications determined solely by the Town.
- b. The Contractor will provide all tickets, transfers, passes, coupons or other evidence of paid fares for riding privileges.
- c. The Town will require standard locked fareboxes on each bus to be used in the collection of cash fares from riders.
- d. The Contractor will provide tickets and passes and shall ensure that passengers present the required fare. The Contractor will collect money or its equivalent and shall be held accountable for such money or its equivalent collected by the operators. From time to time, an accounting of such money or its equivalent shall be made by or in the presence of a representative of the Town at its request according to procedures established by the Town.
- e. The procedures outlined in this Section may be modified, amended or changed by the Town consistent with the general concept of collection and accountability by the Contractor for all revenue collected from riders.
- f. Passes shall be checked to ensure that they have not expired, and that they are valid for the passenger using them. Invalid passes shall be confiscated.
- g. The Contractor shall ensure that the passenger deposits the exact fare or a ticket into the

farebox when a pass is not used unless otherwise directed by the Town. Drivers must not handle money or provide change.

- h. The Contractor shall ensure that transfers are only issued to passengers paying by cash and/or ticket, and not to passengers using a transfer or pass.
- i. The Contractor shall ensure that all used locked farebox vaults and daily ridership sheets are delivered to the Healthy Bedford Coordinator. The schedule and timing of deposits shall be established before service commences.

2. Advertising Revenue

- a. No Contractor advertising signs are to be permitted on the exterior or interior of the buses unless approved in writing by the Town. The size of the permitted identification signs must be approved by the Town.
- b. No advertising signs are to be permitted on the exterior or interior of the buses unless approved in writing by the Town. Any advertising will be sold according to the rate and procedures established by the Town and the proceeds from such sales, if any, will be paid to the Town.

F. Contractor's Reporting Responsibilities

1. The Contractor shall notify the Town of Bedford immediately in the event of an accident and/or injury involving a Bus vehicle. The Contractor shall prepare a written report within twenty-four (24) hours of any accident and/or injury involving any Bus vehicle and/or rider. In the event of an accident, a police report must be completed and submitted to the Bedford Police Department and the Healthy Bedford Coordinator. The Town of Bedford may require the Contractor to complete drug testing of a Bus driver as an immediate follow-up to an accident.
2. The Contractor shall help establish mutually agreeable means of collecting detailed ridership data for statistical purposes periodically during the year of service as detailed in Section 2, A.4.
3. The Contractor shall submit monthly bills on the last Friday of each month detailing the daily service hours, ridership, and downtime to the Healthy Bedford Coordinator. Copies of legible maintenance records shall be submitted quarterly. Copies of legible maintenance invoices for the main bus with the name address and phone number of the company or individual providing the service shall be submitted by vehicle, legibly showing the date, vehicle number, mileage and all service itemized. Each invoice shall be initialed or signed by the person providing the service.
4. The operator will be provided fuel and will record the bus's mileage every time the vehicle is fueled at the Bedford DPW.

G. Liquidated Damages

The Town shall pay a semi-monthly bill for hours of service less any liquidated damages as described in this section (G.) of SPECIFICATIONS. The Town of Bedford will not pay for downtime, breakdowns, or no-shows.

1. Fueling of buses during revenue service hours may result in downtime liquidated damages if regular, scheduled service is interrupted or passenger service is compromised.
2. Fueling of a bus with a passenger on board is prohibited and will be treated as one-half (1/2) hour downtime.
3. In the event any vehicle does not comply with DPU operating standards, and a comparable alternate vehicle is necessary, the Town reserves the right to collect liquidated damages of

\$275 per day until such time as all vehicles in the main fleet are in operating condition as noted in Section B.1. of these SPECIFICATIONS.

4. For any non-compliance with the provisions of the Contract that does not involve vehicle downtime, the Town, after twenty-four (24) hours written notice, reserves the right to collect liquidated damages of \$275 per day until such time as the Town determines that the Contractor has satisfactorily complied with the Contract provision.

H. Insurance

The Contractor shall obtain and maintain throughout the term of the Contract the following policies of insurance written by insurance companies satisfactory to the Town and shall submit a certificate that such insurance is in force and effect at the time of the execution of this Contract and at any other time at the request of the Town: Workmen's Compensation as required by the laws of Massachusetts; General Liability with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; Umbrella Liability with limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate; automobile liability insurance, including the use of all vehicles owned, hired, leased and non-owned used for the service herein described, with limits not less than five million dollars (\$5,000,000) combined single limit, no deductible, including both bodily injury and property damage, and such additional insurance as the Town may subsequently require. The Town shall be named as an additional insured on any insurance policy required to be obtained and maintained. The Contractor shall furnish to the Town (a) Certificate(s) of Insurance showing coverage as set forth above prior to performing any services hereunder. All insurance coverages required herein shall be issued by companies licensed and authorized to do business in the Commonwealth of Massachusetts. The Town shall be named a certificate holder on all coverages set forth above. The Town's status as an additional insured and/or certificate holder for each coverage shall be referenced on any and all certificate(s) of insurance issued to the Town. The Certificate Holder shall be the Town of Bedford, Town of Bedford Town Hall, 10 Mudge Way, Bedford, MA 01730. No Insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the attachment of any restrictive amendments to the policies. All premium costs shall be included in the Contractor's proposal.

Town of Bedford, Massachusetts
Request for Proposals
Bus Service

3. Evaluation Criteria

A. Responsive and Responsible Proposals

Proposals that are not both responsive and responsible will be deemed not to meet the minimum requirements. Once the Chief Procurement Officer has determined that a proposal does not meet the minimum requirements it will no longer be evaluated, and it will not be eligible to win the Contract.

NOTE: To qualify as a responsive and responsible proposer:

- ◆ A responsive proposer shall mean a proposer who has submitted a proposal which conforms in all respects to the Request For Proposal. A responsive proposer will include all the information and documentation specified in the proposal submission requirements.
- ◆ A responsible proposer shall mean a proposer who has demonstrated the capability to perform fully the contract requirements, as well as the integrity and reliability which assures a good faith performance.

The responsive and responsible proposers' proposals will be evaluated, by an evaluation team appointed by the Town's Chief Procurement Officer, using the evaluation criteria set forth below.

The Contract will be awarded only to a responsive and responsible established proposer capable of performing the services contemplated and meeting the minimum criteria set forth in the SPECIFICATIONS. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in these General Instructions to Proposers.

B. Minimum Evaluation Criteria

- ◆ A signed Certificate of Non-Collusion and a signed Certificate of Tax Compliance.
- ◆ A \$1,000.00 proposal deposit. Proposal deposit must be in the form of cash, certified check or a cashier's check.
- ◆ 14-seat passenger bus with wheelchair accessibility
- ◆ At least three (3) years of transportation and ridership data collection and analysis
- ◆ At least one (1) year of experience operating on-demand bus service and a dispatch/call center
- ◆ Background checks
- ◆ Main office and garage located within a 20-mile radius of 10 Mudge Way, Bedford, MA 01730
- ◆ A statement that the proposer agrees and will comply with Section 2C. Contractors Management and Personnel Responsibility.

C. Comparative Evaluation Criteria for Bus Service

All information necessary for the Selection Committee to properly evaluate the capabilities of the proposer should be included with regard to the following evaluation criteria: service concept; ridership data collection and analysis; successful fixed-route projects; references; and financial stability. Proposals deemed to be non-responsive shall be given a ranking of Unacceptable.

1. Evaluation Criteria – Service Concept

The successful proposer is expected to have experience with operating an on-demand bus service and dispatch center.

Unacceptable: Proposer has less than one (1) year of experience operating an on-demand bus

service and dispatch center.

Not Advantageous: Proposer has one (1) or two (2) years of experience operating an on-demand bus service and dispatch center.

Advantageous: Proposer has three (3) or four (4) years of experience operating an on-demand bus service and dispatch center.

Highly Advantageous: Proposer has five (5) or more years of experience operating an on-demand bus service and dispatch center.

2. Evaluation Criteria – Ridership Data Collection and Analysis

The successful proposer is expected to have experience performing ridership data collection and analysis.

Unacceptable: Proposer has less than three (3) years of experience performing ridership data collection and analysis.

Not Advantageous: Proposer has three (3) years of experience performing ridership data collection and analysis.

Advantageous: Proposer has four (4), five (5), or six (6) years of experience performing ridership data collection and analysis.

Highly Advantageous: Proposer has seven (7) or more years of experience performing ridership data collection and analysis.

3. Evaluation Criteria – Successful Fixed Route Projects

The successful proposer is also expected to have experience with operating fixed-route bus service.

Unacceptable: Proposer has no experience operating fixed-route bus service.

Not Advantageous: Proposer has performed one (1) or two (2) previously successful fixed-route bus service projects.

Advantageous: Proposer has performed three (3) or four (4) previously successful fixed-route bus service projects.

Highly Advantageous: Proposer has performed five (5) or more previously successful fixed-route bus service project.

4. Evaluation Criteria – References

The successful proposer is expected to demonstrate relevant experience, quality and professional experience in contract work in transportation service. Several references will be selected from the complete list of all current customers who have had a similar bus service installed and operational for at least two (2) years.

Unacceptable: No previous experience providing transportation service. Sources indicate company was unable to obtain contract compliance.

Not Advantageous: The work of the proposer is deemed good or excellent by one (1) reference, or deemed poor by any reference.

Advantageous: The work of the proposer is deemed good or excellent by most of its references and contacts.

Highly Advantageous: The work of the proposer is deemed excellent by all of its references and contacts.

5. Evaluation Criteria - Financial Stability

The successful proposer is expected to demonstrate that its assets exceed its liabilities and that it has the financial resources to perform this contract. Such demonstration shall be made by submitting a most recent annual audited balance sheet and income statement (if the audited balance sheet is more than six (6) months old), supplemented and updated by a statement through the end of the most recent available quarter ending no earlier than January 31, 2016, prepared according to Generally Accepted Accounting Principles (GAAP).

Unacceptable: Proposer insolvent.

Not Advantageous: Proposer's circumstances suggest financial instability.

Advantageous: Proposer appears to be financially stable.

Highly Advantageous: Proposer appears to have long-term financial stability.

Town of Bedford, Massachusetts
Request for Proposals
Bus Service

4. Contract For Bus Service

CONTRACT made this ___ day of _____, 2016, by and between the Town of Bedford, acting by its Selectmen, hereinafter called the Town, and _____, hereinafter called the Contractor. In consideration of the agreement on the part of the other herein contained, the parties hereto agree as follows:

Description of Work - The Contractor agrees to do, at its expense, all the work and furnish all the motor vehicles, equipment and labor for public transportation service within the Town of Bedford, or within the Town of Bedford and designated towns, all in accordance with the terms and provisions of this Contract, which includes the REQUEST FOR PROPOSALS (including any ADDENDA thereto), GENERAL INSTRUCTIONS TO PROPOSERS, SPECIFICATIONS, and the PROPOSAL FORMS completed by the Contractor, copies of which are attached hereto and incorporated herein in their entirety by reference, all in a proper and thorough manner and to the satisfaction of the Town.

Compensation and Payments - The Contractor shall be paid for hours of service provided. The Town will pay the per vehicle hour rate that is selected by the Town, except as follows: if the Contractor provides the service for more than twelve (12) consecutive hours in vehicles with fewer seats than selected by the Town, the Town will pay the lesser of (a) the price per vehicle hour proposed for the Alternative bus configuration being provided and (b) the price selected by the Town.

The Contractor shall not be paid for service downtime. Liquidated damages shall be subtracted from the agreed cost of service as outlined in Section G of the SPECIFICATIONS.

In the event of extreme weather and/or road conditions, the Town reserves the right to cancel the Bus Service until such time as the Town determines that the weather and/or road conditions are safe. The Town will notify the Contractor at least one (1) hour prior to the regularly scheduled start of the bus service and no compensation will be paid for service. If the Town cancels the Bus Service less than one (1) hour prior to the regularly scheduled start of the bus service but before three (3) hours of service have been provided, the Contractor shall be compensated for three (3) hours per vehicle. If the Town determines that the weather or roads are unsafe for Bus Service more than three (3) hours after the regularly scheduled start of the bus service, the Town will only compensate the Contractor for the number of hours of provided service.

Assignment - The Contractor shall not assign by power of attorney, or otherwise, or sublet, the work or any part thereof without the previous written consent of the Town.

Inspection and Reports - The Town shall have the right at any reasonable time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor. Whenever requested, the Contractor shall furnish to the Town full and complete written reports of its operation under this Contract in such detail and with such information as the Town may request, as may be related to the duties and obligations of the Contractor under this Contract and to their proper performance, the Contractor's compliance with the Contract, and the safety of the passengers transported. All such reports shall be delivered to the Town within two (2) working days of such request. The Contractor further agrees to allow the Town to inspect its records related to the performance of services under this Contract, upon reasonable request.

Indemnification - The Contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this Contract and for all the acts of its employees and agents hereunder, and agrees that it will indemnify, defend (with counsel approved by the Town) and hold harmless the Town and its officers, boards, committees, agents, volunteers, representatives and employees from and against any and all loss, damage, cost (including attorney fees), demands, suits, charges, expenses, judgments, causes of action, and claims which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expenses.

Liquidated Damages - The Contractor agrees that if at any time during the term of this Contract the Town determines that the Contractor is negligently or incompetently performing the work or any part thereof, or is not complying with the

directions of the Town, or is not complying with the SPECIFICATIONS, or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town may, after twenty-four (24) hours written notice to the Contractor, if the matter remains uncorrected, or if the matter recurs within a ninety (90) day period, at its election, deduct from the monthly reimbursement an amount equal to the number of service hours per vehicle during the period (as described under Section A of the SPECIFICATIONS) during which said vehicle(s) operated in default of this provision by the respective unit prices as set forth in the PROPOSAL FORMS as liquidated damages for such default by the Contractor. The Contractor and the Town recognize that the Town will suffer financial loss on account of the service interruptions and other difficulties involved with such defaults by the Contractor and also that proving such loss in an arbitration or legal proceeding will involve unnecessary cost and delay. Accordingly, the liquidated damages provided for herein are a necessary and appropriate measure of damages that will be suffered by the Town upon a default by the Contractor as specified above.

Termination for Improper Performance - The Contractor agrees that if at any time during the term of this Contract the Town determines that the Contractor is negligently or incompetently performing the work, or any part thereof, the Town may, at its election at any time thereafter, terminate this Contract by giving written notice thereof to the Contractor. If the Town determines that the Contractor is unable to the satisfaction of the Town to perform the same, or is not complying with the directions of the Town or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town may, after forty-eight (48) hours written notice to the Contractor, if the matter complained of remains uncorrected, at its election at any time thereafter, terminate this Contract by written notice thereof to the Contractor. In any such case, the notice terminating the Contract shall specify the effective date of such notice, and thereafter, upon the date so specified, this Contract shall terminate, but such termination shall not prejudice or waive any rights of action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination. The Contractor shall be liable to the Town for any amount which it may be required to pay for labor and equipment to maintain the services provided for in this Contract during the remainder of the period covered by this Contract over and above the amount that would have been paid to the Contractor for the performance of the work during said period, and the Contractor agrees that this amount may be deducted from monies owed the Contractor. The Contractor also shall be liable to the Town for any legal fees that the Town incurs in order to collect monies owed or to otherwise enforce the Contractor's compliance with this Contract.

Drug Testing Policy and Procedures - The Contractor must have in place a substance management program as required by Federal law including but not limited to: Procedures for Transportation Workplace, Drug and Alcohol Testing Programs (49 CFR Part 40); Prevention of Prohibited Drug Use in Transit Operations (49 CFR Part 653); and Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations (49 CFR Part 653 and 654). The Town of Bedford may require that the Contractor complete drug testing on individuals if reasonable suspicion exists or after an accident occurs.

Insurance - The Contractor shall obtain and maintain throughout the term of the Contract the following policies of insurance written by insurance companies satisfactory to the Town and shall submit a certificate that such insurance is in force and effect at the time of the execution of this Contract and at any other time at the request of the Town: Workmen's Compensation as required by the laws of Massachusetts; automobile liability insurance, including the use of all vehicles owned, hired, leased and non-owned used for the service herein described, with limits not less than five million dollars (\$5,000,000) combined single limit, no deductible, including both bodily injury and property damage, and such additional insurance as the Town may subsequently require.

The Town shall be named as an additional insured and certificate holder on all required insurance policies and shall receive cancellation notices thirty (30) days in advance. The termination of any such policies during the term of this Contract shall be a breach hereof and shall forthwith terminate this Contract. The Contractor shall furnish to the Town (a) certificate(s) of insurance showing coverage as set forth above prior to performing any services hereunder. All insurance coverages required herein shall be issued by companies licensed and authorized to do business in the Commonwealth of Massachusetts. The Town's status as an additional insured and/or certificate holder for each coverage shall be referenced on any and all certificate(s) of insurance issued to the Town. The Certificate Holder shall be the Town of Bedford, Town of Bedford Town Hall, 10 Mudge Way, Bedford, MA 01730.

Compliance with Laws - The Contractor agrees to obtain all necessary licenses, permits and approvals and to comply with all applicable federal, state, and local statutes, rules and regulations (contained in Section 2 of this document, Specifications for Bus Service) regarding provision of the services contemplated by this Contract, including regulations promulgated by the Massachusetts Department of Telecommunications and Energy, Department of Public Utilities, and other regulatory bodies.

Limitation of Funds - The Town and the Contractor acknowledge that the total sum of money available hereunder is limited to the sum of money previously or to be appropriated and allocated for these purposes by the Town, plus all sums of money

collected by the Contractor, or collected by the Town; accordingly, notwithstanding any provision of this Contract to the contrary, the Town shall not be obligated to make payment hereunder to the Contractor unless a sum of money in the amount of the obligation is currently available. The Parties agree that the Town may terminate this Contract in the event of a lack of sufficient appropriation.

Modification of Contract - The Town reserves the right to discontinue all public transportation service hereunder, upon ten (10) days' notice to the Contractor, when the limit of the Town's liability in the amount of the sums previously appropriated is expended. The Town further agrees that the Contract may be amended by written agreement of both parties.

Anti-Discrimination and Affirmative Action Requirements - For purposes of this contract, "minority" refers to Asian-Americans, Afro-Americans, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination. "Administering Agency" refers to the city, town, or district contracting for this service. During the performance of this Contract, the Contractor and all of his/her Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

- (a) In connection with the performance of work under this Contract the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, or any other basis protected under federal or state law. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employee and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices law of the Commonwealth (M.G.L. Chapter 151B).
- (b) In connection with the performance of work under this Contract the Contractor, shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training program. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, or sex.

Governing Laws - This Contract shall be considered to include all terms required to be included in it by applicable Federal laws, Massachusetts laws and all authorities having jurisdiction over the work as though such terms were set forth in full herein. This Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts, notwithstanding any choice of law principles otherwise applicable.

Non-Waiver - The Town's review, approval, acceptance or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and the Contractor shall be and shall remain liable to the Town for all damages incurred by the Town as a result of the Contractor's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of the Town provided for under this Contract are in addition to any other rights or remedies provided by law.

Limit of Liability - No member, officer, director, selectman, beneficiary, trustee, consultant, volunteer participant, employee, agent or representative of the Town shall be personally liable to the Contractor under any term or provision of this Contract for the Town's payment obligations or otherwise, or because of any breach hereof. In no event shall the Town be liable to the Contractor except for payment for services rendered pursuant to and in accordance with this Contract, nor shall the Town ever be liable to the Contractor for indirect, incidental or consequential damages.

Severability - If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

Entire Agreement - This Contract represents the entire agreement between the Town and Contractor and supersedes all previous negotiations, proposals, and representations. This Contract may be amended only by a written amendment signed by both the Town and Contractor.

Choice of Forum - The parties agree that any dispute, claim or question arising hereunder shall only be submitted to a court of competent jurisdiction in Middlesex County, Massachusetts.

Term of Contract - The term of this Contract shall commence on September 12, 2016 and continue until June 30, 2017 with two (2) options for one (1) year renewals in accordance with M.G.L. c. 30B.

Notice - Any notices, demands or other communications provided for in this Contract shall be deemed duly served if sent postage prepaid, first class, registered or certified mail, return receipt requested to following address:

Town: Town of Bedford
 10 Mudge Way
 Bedford, Massachusetts 01730
 Attention: Town Manager

Contractor: _____
 Company Name

 Address

 Contact Person

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Town of Bedford by its Town Manager, who, incurs no personal liability by reason of the execution hereof or anything herein contained, as of the date and year first above written.

Company Name

Signature

Title

Date

Town of Bedford

Michael Rosenberg, Chair of the Bedford Selectmen

Caroline Fedele, Selectman

Margot Fleischman, Selectman

William Moonan, Selectman

Mark Siegenthaler, Selectman

Date

Town of Bedford, Massachusetts
Request for Proposals
Bus Service

5. Price Proposal Form

The undersigned declares that s/he has examined all proposal documents (GENERAL INSTRUCTIONS TO PROPOSERS, SPECIFICATIONS FOR BUS SERVICE, and CONTRACT) and that s/he has satisfied him/herself fully regarding the services to be provided and conditions pertaining to this proposed contract and submits this proposal to cover all expenses incurred in performing specified services described in the SPECIFICATIONS and CONTRACT. The proposer must include manufacturer's information for each vehicle proposed

The undersigned further proposes that in the event his/her proposal is found acceptable to the Town and an award is made to him/her, s/he will perform all the work specified in the manner and under the conditions specified at the price listed below (Base Unit Price per service hour per vehicle).

The Town requires that main bus and back up vehicle have at least 14 seats and requires the proposer to minimally include a Basic Proposal Price for one main vehicles with 14 seats.

The Town of Bedford reserves the right to accept or reject any or all proposals, in part or in whole, and to make an award that is deemed to be in the best interest of the Town.

All seating requirements described below pertain to the absence of wheelchair securement.

Basic Proposal (Required): One main vehicle with 14 seats.

Type of vehicle proposed _____

Base Unit Price

Year One: The sum of _____ Dollars (\$ _____) per vehicle hour.

Year Two (Option Year): The sum of _____ Dollars (\$ _____) per vehicle hour.

Year Three (Option Year): The sum of _____ Dollars (\$ _____) per vehicle hour.

Additional cost for bicycle racks: The sum of _____ Dollars (\$ _____) per vehicle hour.

Additional cost to shrink wrap one vehicle: The sum of _____ Dollars (\$ _____) per vehicle hour.

Additional hourly rate that includes the cost to extend service for hours outside the listed hours for special events or circumstances: The sum of _____ Dollars (\$ _____) per vehicle hour.

Alternative Proposal: The Alternative Proposal must be included if also proposing one main vehicle with 25 passengers.

Type of vehicle with 25 seats proposed _____

Base Unit Price for service when one bus in operation has seats for 25 passengers.

Year One: The sum of _____ Dollars (\$ _____) per vehicle hour.

Year Two (Option Year): The sum of _____ Dollars (\$ _____) per vehicle hour.

Year Three (Option Year): The sum of _____ Dollars (\$_____) per vehicle hour.

Additional cost for bicycle racks: The sum of _____ Dollars (\$_____) per vehicle hour.

Additional cost to shrink wrap three vehicles: The sum of _____ Dollars (\$_____) per vehicle hour.

Additional hourly rate that includes the cost to extend service for hours outside the listed hours for special events or circumstances: The sum of _____ Dollars (\$_____) per vehicle hour.

Date _____

Name of Proposer (Individual, Company, Corporation)

Authorized Signature for Proposer

Name and Title of Person Signing [Print]

Address of Proposer

City/Town/Zip Code

Telephone

Town of Bedford, Massachusetts
Request for Proposals
Bus Service

6. Non-Price Proposal Forms

The undersigned declares that he has examined all proposal documents (GENERAL INSTRUCTIONS TO PROPOSERS, SPECIFICATIONS FOR Bus SERVICE, and CONTRACT) and that he has satisfied himself fully regarding the services to be provided and conditions pertaining to this proposed Contract and submits this proposal to cover all expenses incurred in performing specified services described in the SPECIFICATIONS and CONTRACT.

A. Vehicle Fleet: Basic Proposal and Alternative

Provide the following information. The information requested will be used to evaluate your firm's proposal. Use additional sheets if necessary.

The Town requires that the main vehicle and back up vehicle have at least 14 seats and requires the proposer to minimally include a Basic Proposal for a main vehicle with 14 seats. Additionally the Town encourages the proposer to submit a proposal for one alternative that includes one vehicle that has 25 seats below. All seating requirements described below pertain to the absence of wheelchair securement.

1. Basic Proposal: The main fleet vehicle has 14 seats.

	Main Vehicle	Backup
	Bus 1	Bus
Vehicle Make		
Model type		
Model year		
Miles at time of proposal		
Useful Life		
Seat Type		
Number of Seats		
Bus length		
Interior height		
Aisle width		
Height of first step		
Door opening		

Attach vehicle specifications and brochures.

If used vehicle(s), describe prior use and list owner(s) _____

Maintenance records may be requested.

2. Alternative: One main fleet vehicle has seats for 25 or more passengers.

	Main Fleet	Backup
	Bus 1	Bus
Vehicle Make		
Model type		
Model year		
Miles at time of proposal		
Useful Life		
Seat Type		
Number of Seats		
Bus length		
Interior height		
Aisle width		
Height of first step		
Door opening		

Attach vehicle specifications and brochures.

If used vehicle(s), describe prior use and list owner(s) _____

Maintenance records may be requested.

B. Comparative Evaluation Criteria

Provide the following information. The information requested will be used to evaluate your firm's proposal. Use additional sheets if necessary.

1. Experience with Operating an On-demand Bus Service and Dispatch Center. Please describe your firm's experience and include total years of experience with this criterion.

2. Ridership Data Collection and Analysis. Please describe your firm's experience and include total years of experience with this criterion.

3. Successful Fixed Route Projects. Please describe your experience with implementing fixed-route bus service in other municipalities and how successful these programs were.

4. References

Please submit a complete list of all your firm’s current customers who have had a similar bus service installed and operational for at least two years, with contact names and telephone number

5. Financial Stability

Attach the most recent annual audited balance sheet and income statement (if the audited balance sheet is more than six (6) months old), supplemented and updated by a statement through the end of the most recent available quarter ending no earlier than January 31, 2016), prepared according to Generally Accepted Accounting Principles (GAAP).

C. Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Dated _____
Company or Corporation

(Signed name of person signing proposal)

(Printed name of person signing proposal)

(Title of person signing proposal)

D. Certificate of Tax Compliance

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, the undersigned proposer has complied with all laws of the Commonwealth of Massachusetts related to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security Number or
Federal Identification Number

Signature of Individual and Corporate Name (if applicable)

Date _____

by: _____
(Corporate officer, if applicable)

(Printed name and title of corporate officer, if applicable)

E. Proposal Deposit

Attach a proposal deposit in the amount of \$1,000.00 (One Thousand Dollars and No Cents) in the form of cash, certified check, or cashier's check issued by a responsible bank or trust company, payable to the Town of Bedford.

F. Amendments to Request for Proposals

The undersigned acknowledges receipt of the following amendments to the Request for Proposals document:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

(Firm Name)

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

G. Statement of Completeness and Accuracy

The undersigned warrants and represents that the foregoing information is complete and accurate.

Date _____

NAME OF PROPOSER (Individual, Company or Corporation)

Authorized Signature for Proposer

Name and Title of Person Signing [Print]

Address of Proposer

City/Town/Zip Code

Telephone

Email

Specify: Individual, Partnership, or Corporation (Circle one)

If a partnership, give the names and addresses of the individual members:

If a corporation, give the name and the State under the laws of which said corporation is chartered and the names, titles, and business addresses of President, Treasurer, and the Managers. Attach a separate sheet of paper, if necessary.

For all proposers, please designate whether your firm qualifies as a Disadvantaged Business Enterprise (DBE)

Is your firm a DBE? _____
(Yes/No)

How many years has your firm been in business? Please specify your incorporation date.

