



**REQUEST FOR PROPOSAL**

**FOR**

**TRANSIT MANAGEMENT SERVICES**

for the  
Merrimack Valley Regional Transit Authority

**PREPOSAL MEETING: APRIL 27, 2022 @ 10:00 am**  
**PROPOSALS DUE: MAY 16, 2022 @ 4:00 pm**

**Date Issued: *April 15, 2022***

## **REQUEST FOR PROPOSALS**

The **MERRIMACK VALLEY REGIONAL TRANSIT AUTHORITY (MVRTA)** is soliciting proposals for Transit Management Services for both Fixed Route and Paratransit services. MVRTA anticipates awarding a contract for five years with service starting on July 1, 2022.

A copy of the RFP can be sent via email. A request should be made to [pclayton@mvrta.com](mailto:pclayton@mvrta.com)

A pre-proposal conference will be held on April 27, 2022 at 10:00 AM via a zoom invitation to all proposers requesting to participate by submitting the form included in Attachment C at least 48 hours prior to the above date. Attendance at the Preproposal Conference is not mandatory and is not a condition of final award.

Deadline for submitting questions is Friday, April 29, 2022 @ 4:00 pm. Proposals are due on Monday May 16, 2022 by 4:00 pm.

All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

The MVRTA reserves the right to accept or reject any and all proposals as it deems in its own best interest.

Noah S. Berger,  
Administrator  
April 15, 2022

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## **I. GENERAL TERMS AND CONDITIONS**

### **A. Introduction**

This Request for Proposals (the “RFP”) is issued by the Merrimack Valley Regional Transit Authority (the “MVRTA”), a body politic and corporate organized and empowered pursuant to Chapter 161B of the Massachusetts General Laws. The MVRTA, which was established in October 1974, is responsible for the provision of public transit services to sixteen (16) communities in the northeastern most section of Massachusetts constituting the MVRTA region, (the “Service Area”). The MVRTA is prohibited, by the provisions of Section 25 of Chapter 161B, from directly operating transit services.

With the issuance of this RFP, MVRTA is seeking a firm to provide professional management and operational services (the “Services”) for its fixed route and paratransit operations in the Service Area. It is the intent of MVRTA that the Services begin on July 1, 2022. The selected firm must manage and operate the public mass transportation system in and throughout the Service Area, including but not limited to all related properties, facilities, routes and services. The specifics of the system to be managed, and other documents relevant to this RFP, are set forth in the Scope of Services and in the included Attachments. MVRTA is required to meet the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit service. Both bus and paratransit operations are based at the Authority’s Office/Maintenance Facility located at 85 Railroad Avenue, Haverhill. All physical facilities at this location, buildings, and rolling stock are owned by the Authority.

### **B. 1. Overview**

MVRTA serves a diverse area, ranging from the gateway cities of Lawrence, Haverhill and Methuen in the west, to coastal communities of Newburyport and Salisbury to the east, suburban communities such as Andover, North Andover and North Reading to the south and more rural communities such as Boxford, Georgetown and Rowley in the center. MVRTA’s largest city, Lawrence, is unique in the northeastern United States in that it is 83% Latino, and a majority of MVRTA’s ridership is Spanish-speaking.

The new management contractor will be coming on board during a period of progressive change at the MVRTA. Over the past year, MVRTA has undertaken a campaign to improve its visibility in and responsiveness to the communities it serves. In July 2021, a new Administrator was appointed to lead the authority after a 42-year period of stability at the top. In December 2021, the MVRTA Advisory Board voted to go fare free beginning March 2022 for a period of at least two years. MVRTA is currently undertaking a rebranding campaign and is reimagining its route structure in order to better optimize its service, transitioning from a flag-stop to a bus stop system, exploring expanding its maintenance facility, relocating both Lawrence and Haverhill bus transfer stations, increasing fixed route service span and frequencies, and simplifying its Ring and Ride service. In response to ridership losses due to the COVID-19 pandemic, MVRTA leadership is aggressively reaching out to riders and potential riders to not just win back riders lost to the coronavirus, but to win over new riders we had never been carrying before.

Starting in 1983, the Authority’s fixed route service has been managed by ATE Management and Services Company, which became Ryder/ATE and is now known as First Transit. First Transit

continues to provide a full range of management services for both fixed route and paratransit services. Fixed Route management occurs through a First Transit operating company, Merrimack Valley Area Transportation Company (MVATC). A five-person resident team, all employees of First Transit, is in place and consists of the following: General Manager, Assistant General Manager, Assistant General Manager of Maintenance, Director of Paratransit Operations and Director of Administration. *These positions are considered key managers and proposers will be encouraged to transition the current managers into the new contract as described below.*

The bus operators, mechanics, fuelers and customer service representatives are represented by Teamsters Local 170 while other MVATC employees are non-represented. In July 2003, Paratransit Services (ADA and non-ADA) have been provided under a separate First Transit operating company, Special Transit Services (STS). Van operators are represented by Teamsters Local 170, while Radio Control and Call takers / Reservationists are non-represented. Van operators have their own collective bargaining agreement.

The First Transit resident team provides management of Paratransit operations. The MVATC also oversees the operation of MVRTA Transit Stations in Lawrence and Haverhill, currently located at the Buckley Transportation Center and Washington Square, respectively. Both locations include customer service functions and amenities and had formerly sold tickets prior to MVRTA going fare free. Customer service personnel are represented by Local 170. These employees are incorporated into the bus operators' collective bargaining agreement. A roster of MVATC/STS employees is included in Attachment A.

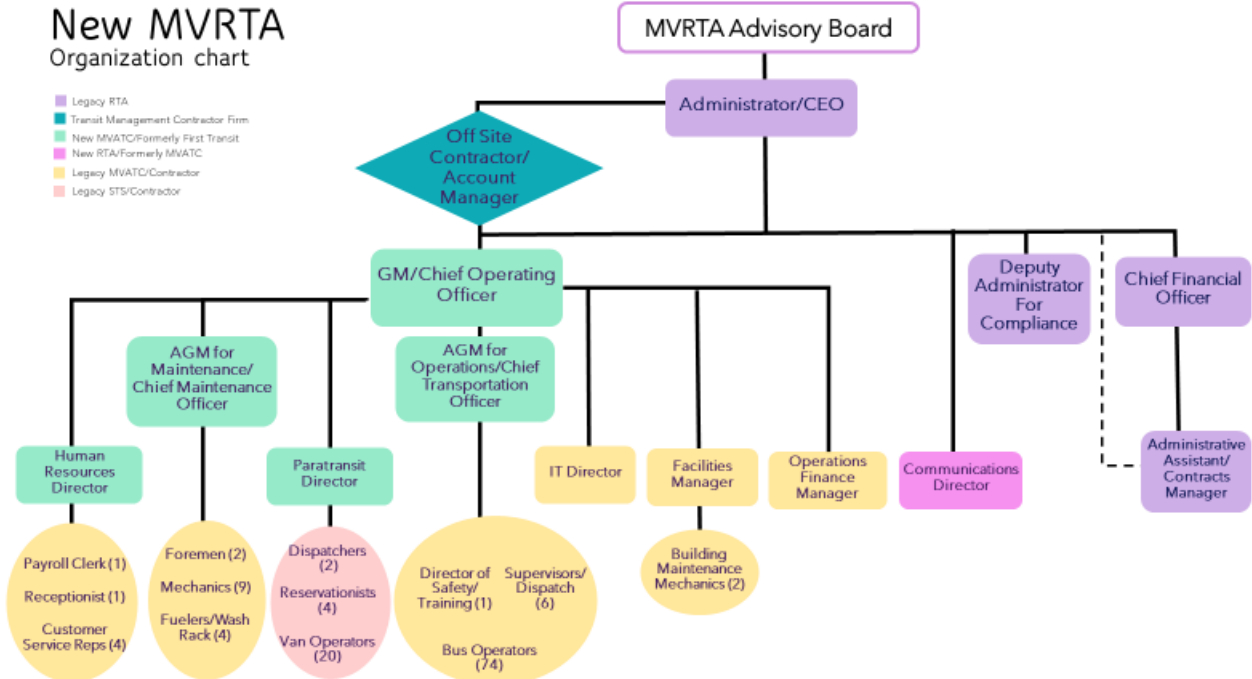
*Due to a change in the firm's business direction nationwide, First Transit, Inc. has informed MVRTA that it will not be offering a response to this RFP and looks forward to assisting with the transition. The proposer selected pursuant to this RFP will be required to assume management and operation of the MVRTA fixed route and paratransit transportation service currently managed and operated by First Transit, Inc.*

## **B 2. Organization**

*MVRTA is very satisfied with the five current First Transit resident managers and is prioritizing maintaining stability with respect to personnel in the face of the changes outlined above.* For the purpose of preparing a response to this RFP, the Proposer shall presume that the five current First Transit resident managers will be available to transition to the operating fixed route and paratransit sub-corporations to be transferred from First Transit to the successful Proposer/Management Contractor or newly established by same. The five current resident manager positions are: General Manager, Assistant General Manager, Assistant General Manager for Maintenance, Director of Paratransit Operations and Human Resources Director. The Proposer selected as a result of the evaluation process will be provided with a resume for each of the current managers. MVRTA anticipates that all five of the current managers will be interested in continuing in their current position with the transferred or new sub-corporations.

## New MVRTA Organization chart

■ Legacy RTA  
 ■ Transit Management Contractor Firm  
 ■ New MVATC/Formerly First Transit  
 ■ New RTA/Formerly MVATC  
 ■ Legacy MVATC/Contractor  
 ■ Legacy STS/Contractor



### B 3. Account Manager

The Proposer must identify an Account Manager who will be primarily responsible for the performance and responsibilities of the Management Contractor and operation of the transit system as provided in this Transportation Management Contract. The Account Manager is not required to be on-site.

### B 4. Alternative Organizational Structure

A proposer may offer an alternative organizational structure that would move one or more of the resident managers from the sub-corporation as described above to be a direct employee of the Management Contractor. A Proposer offering an alternative structure must provide a description, and justification and cost benefit analysis for the alternative structure and a Cost Proposal Form reflecting the alternative.

### B 5. Modification

The organizational structure of the Management Contractor and sub-corporations may be modified or revised during any negotiation conducted at the conclusion of the selection process if it is in the interest of MVRTA to do so.

### C. Vehicle Roster

A listing of all rolling stock owned by the MVRTA and made available for providing both bus and paratransit services is provided in Attachment B.

## **D. Form of Agreement**

MVRTA intends to enter into a contract with the selected Proposer (the “Contractor”) for a five (5) year period, from July 1, 2022 to June 30, 2027.

Terms and conditions proposed by the first-choice firm that do not comply in substance with all material requirements of the RFP, are contrary to the best interests of the MVRTA, or that are inconsistent with MVRTA policies will not be accepted. MVRTA may disqualify any Proposal that, in the MVRTA’s sole and absolute discretion, contains exceptions to material provisions of the RFP or are not in the best interest of the MVRTA.

## **E. Limitation on Funding**

MVRTA operates with a combination of federal, state and local funds, as well as miscellaneous non-fare revenues. The Contract resulting from this RFP will be subject to the availability of funds from MVRTA’s funding sources and is contingent upon receipt of these funds by MVRTA. In the event that funding from these sources is eliminated or decreased, MVRTA reserves the right to terminate the Contract or modify it accordingly.

## **F. General Requirements**

### **1. Proposal Conference**

A pre-proposal conference will be held on April 27, 2022 at 10:00 AM via a zoom invitation to all proposers requesting to participate by submitting the form included in Attachment C at least 48 hours prior to the above date. Attendance at the Preproposal Conference is not mandatory and is not a condition of final award. Deadline for submitting questions is Friday, April 29, 2022 @ 4:00 pm.

### **2. Proposal and Modifications**

The proposal and all other accompanying documents or materials submitted by the respondent will be deemed to constitute part of the proposal. Changes in the certificates, alternative proposals, or modifications of the proposal documents that are not specifically called for in the RFP will result in rejection of the proposal. Any proposed change in the response to the RFP should be submitted in writing to the MVRTA for its prior approval. The submitted proposal must not contain erasures, changes, or corrections. Any changes made to this Request for Proposal will be made by addendum and will be sent to all respondents. Should any addendum be issued, certification of receipt of such must be included in the proposal. See Attachment D.



**3. Withdrawal of Proposal**

Proposals may be withdrawn by written request received by the Authority at any time prior to the deadline for receipt of proposals. No proposal may be withdrawn for a period of 90 days after the deadline set forth herein for receipt of proposals.

**4. Cost of Proposal Preparation**

The proposer shall be solely responsible for any and all costs incurred in the preparation and submittal of the proposal. No reimbursements will be made by the MVRTA for any costs incurred by the proposer.

**5. Tax Exemption**

The Authority is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. The Authority will furnish necessary exemption certificates upon request. Any additional sales tax, import, revenue, excise, or other taxes which are now, or which may be levied hereafter by Congress, the Commonwealth of Massachusetts, or any other political subdivision, which would be applicable to this proposal, and which by terms of the tax law, may be passed directly to the MVRTA, will be paid by the MVRTA.

**6. Contract Eligibility**

Any name appearing on the U.S. Comptroller General's list of ineligible contractors will be considered an ineligible respondent.

**7. Protests**

The MVRTA procedures for handling of protests may be obtained by writing the Administrator at the address below. Respondents are advised that protests and appeals to the FTA may be only on the basis that the MVRTA does not have written protest procedures for the in-house review of protests or has failed to follow such procedures.

**8. Inquiries and Correspondence**

All correspondence relating to this RFP should be addressed to:

Philip Clayton, Administrative Assistant  
Merrimack Valley Regional Transit Authority  
85 Railroad Avenue  
Haverhill, MA 01835  
Tel: (978) 469-1251  
Email: [pclayton@mvrta.com](mailto:pclayton@mvrta.com)

**9. Notification of Contract Award**

The MVRTA will provide written notification of its intent to award a contract to the successful respondent.

**10. Reservation**

MVRTA reserves the right, at any time, to issue addenda to this RFP or to make adjustments to the procurement schedule if it is deemed in MVRTA's best interest to do so. MVRTA further reserves the right to reject any and all Proposals resulting from this RFP if it is deemed in the best interests of MVRTA to do so.

**11. Inspection**

Proposers shall permit authorized representatives of MVRTA to inspect a Proposer's data, facilities, equipment and records relating to this RFP. Unsubstantiated statements or the refusal to permit audit or inspection will cause the Proposer to be deemed non-responsive.

**12. Proprietary Information**

All Proposals shall become the property of MVRTA. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such. If more than twenty-five percent (25.00%) of the contents of the Proposal are specified as proprietary information, the Proposal may be deemed non-responsive. Please note that MVRTA is subject to the provisions of the General Laws of Massachusetts regarding public records.

**13. Responsibility for Contract Award**

Respondents are advised that the Administrator of the MVRTA, as Chief Executive Officer, is solely responsible for the award of a contract. Any respondent who communicates with any MVRTA Advisory Board member, the press or engages the services of any individual or firm for the purposes of influencing the outcome of the proposal process will be disqualified from further consideration.

**14. Bid Bond**

A bid bond is not required for this RFP.

**15. Performance Bond**

A performance bond is not required for this RFP.

**16. Reservation of Rights and Disclaimers**

a. The MVRTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of the MVRTA and the general public, and because, under Chapter 161B of the Massachusetts General Laws, the MVRTA is prohibited from directly operating transit services.

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

c. The MVRTA 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 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 will, under the circumstances, best serve the MVRTA's interest.

d. The MVRTA 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 the MVRTA to do so.

e. The MVRTA 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 the MVRTA or any other public entity.

f. The MVRTA 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 Respondent.

g. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The MVRTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the MVRTA 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 the MVRTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the MVRTA, or any third party who advised or prepared a report for the MVRTA, liable or responsible therefore in any manner whatsoever.

h. The MVRTA may, at any time, request further information from any Respondent, and interview any Respondents to more fully understand their responses to this RFP.

i. Neither the expression of any Respondent's interest, nor the submission of any Respondent's qualifications and any documents or other information, nor the acceptance thereof by the MVRTA, nor any correspondence, discussions, meetings or other communications between a Respondent and the MVRTA, nor a determination by the MVRTA that the Respondent is qualified hereunder, shall: (i) impose any obligation on the MVRTA to include the Respondent in any such further procedures which the MVRTA may utilize prior to the final selection of a Respondent, (ii) be deemed to impose any obligation whatsoever on the MVRTA to select the Respondent, or to enter into negotiations with the Respondent, or (iii) entitle the Respondents to any compensation or reimbursement for any costs or expenses incurred by the Respondent in connection with the Respondent'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 the MVRTA.

j. The MVRTA 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 or not the specific individuals are identified in the RFP response. Submission of a Proposal in response to this RFP shall constitute permission for the MVRTA to make such inquiries, and authorization to third parties to respond thereto.

k. The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the MVRTA upon their receipt thereof. The MVRTA will 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, Respondents should nevertheless be aware that any information given to the MVRTA in response to this RFP or any correspondence, discussion, meeting, or other communication between the Respondent and the MVRTA 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.

l. Neither the members of the MVRTA 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 any term or provision of this RFP nor any statement made herein.

m. The MVRTA 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, due to: (i) felonious or other criminal record in any jurisdiction (domestic or foreign); (ii) a determination by the MVRTA 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 RFP or a conflict of interest; or (iii) a determination that such disqualification would serve the public interest.

n. The MVRTA 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 the MVRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

o. The MVRTA reserves the unqualified right, in its sole and absolute discretion, to reject any subcontractor or individual working on a consultant team, and to replace the sub-consultant or individual with a mutually acceptable replacement.

## **17. Federal Clauses**

The following clauses of the Federal Transit Administration located in Appendix E apply to this procurement and will be made part of any contract:

- C. Prohibited Interest
- D. Termination (a,b,c,d,e,g)
- F. Disadvantaged Business Enterprise
- G. Civil Rights
- H-2 Contract Work Hours (102: 1,2,3,4,5)
- K. Energy Conservation
- M. Privacy
- N. Access to Records (1,5,6)
- T. Federal Changes
- U. Recycled Products
- V. No Obligation By the Federal Government
- W. Program Fraud and False or Fraudulent Statements
- X. Incorporation of FTA Terms
- Y. Drug & Alcohol Testing
- Z. Charter Bus Requirements
- AA. School Bus Requirements
- BB. Transit Employee Protective Agreements
- DD. Fly America

These additional clauses apply if the dollar value of the awarded contract will exceed \$150,000:

- J. Clean Water
- I. Air Quality
- A. Government Wide Debarment
- B. Lobbying
- Q. Third Party Contract Disputes or Breaches

## II. SCOPE OF WORK

### A. Service Description

Included in Attachment F is a copy of “Summary of MVRTA Services,” “Map of MVRTA Service Area” and “Free Fare Flyer” for an overview of MVRTA programs. Additional information is available at: [www.mvrta.com](http://www.mvrta.com)

### B. Management and Operations

*The following narrative provides a summary of the management and operation activities to be provided for the MVRTA for fixed route and paratransit services presently funded. Proposers are advised that the following narrative is meant to provide an overview of the management activities to be provided and as such should be considered including but not limited to these activities. Any reference to “Contractor” refers to the firm selected as a result of this solicitation to manage and operate the MVRTA fixed route and paratransit system. Any reference to “employee” means the employees of the sub-corporations established by the Contractor to operate the MVRTA transit system as referenced in this RFP.*

*The contractor shall provide the Account Manager and resident managers as described in Section I. General Terms and Conditions, paragraphs B2., B.3. & B.4.*

1. The Contractor shall operate and manage MVRTA’s fixed route and paratransit services, through its sub-corporations, in the specified service area in a highly efficient, customer responsive and cost-effective manner. The Contractor may accomplish a transfer of ownership of the existing First Transit, Inc. operating sub-corporations, “MVATC” and “STS” referenced above, including the existing personnel and administrative functions. Alternatively, the Contractor may establish a new sub-corporation for both the fixed route and paratransit service that will assume the personnel and operation of the MVRTA services. The Contractor shall ensure delivery of the highest quality services in compliance with all applicable state and federal laws and regulations.
2. Delivery of quality service shall include oversight of fixed route and paratransit operations including employment, supervision, management and training of administrative, dispatch/supervisory, maintenance staff, and operators.
3. The Contractor shall also be responsible, through its sub-corporations, for maintaining and repairing MVRTA vehicles, any operational and maintenance equipment, MVRTA’s facilities and existing and planned bus stop locations throughout the MVRTA service area. The Contractor shall be responsible for labor relations. The Contractor shall follow MVRTA’s direction regarding public relations, promotions, preparation of budgets, analysis and reports of financial, operational and capital planning activities, and other matters pertaining to the services; clerical, statistical and bookkeeping services; and

such other work as may be necessary to comply with the requirements contained herein.

4. Note that risk including but not limited to current and future pension liability owed to sub-corporation employees, OSHA fines or fees, accident claims, or cyber security exposure are reimbursable expenses to be paid by the MVRTA as provided in the Management Contract. Fines, fees, accident, and cyber security claims that are determined to be the result of gross negligence or willful omissions of the Contractor or its officers are not reimbursable expenses and will be the sole responsibility of the Contractor. The MVRTA does not view it to be the Contractor's responsibility or role to apologize for the Authority or assume the Authority's risk.

### **C. Operating Funds and Reimbursable Operating Expenses**

MVRTA shall provide the Contractor with funds necessary for the operation of the transit system. The Contractor shall use these funds to pay all reasonable and necessary operating expenses of the MVRTA transit system. The operating expenses, generally limited to expenses incurred by the fixed route and paratransit sub-corporations, include:

1. Wages and salaries paid to all employees of the Contractor's fixed route and paratransit sub-corporations;
2. Social security, unemployment and other payroll taxes paid on the salaries and wages of all employees of the sub-corporations, and workmen's compensation insurance, except those applicable to the Contractor's Management Staff;
3. Premium and expenses for group insurance covering all employees, except for the contractor's management staff
4. Payments for the employer contributions and all related expenses for the Teamsters Local 170 union pension plans except the Contractor's Management Staff. There are currently two pension plans covering employees represented by Teamsters Local 170 as identified in Section I. General Terms and Conditions, B.1. Overview.
5. Payments to vendors and contractors for the purchase of materials, supplies, fuel, electric power, or other items purchased for the operation of the transit system;
6. Department of Public Utilities (DPU) inspection stickers; and
7. All general and miscellaneous expenses related to the operation and maintenance of the transit system, such as telephone, postage, printing, maintenance of office machine and equipment, utility services, medical expenses, armored vehicle services, bank charges, reasonable out-of-pocket travel expenses (travel to conferences and meetings shall have prior approval by MVRTA), and all other charges, costs, and expenses incidental to the operation of the transit system.

Nonemergency expenses that are outside the ordinary, the Contractor must obtain prior approval from the Administrator. A purchase requisition form may be submitted by the Contractor for review by appropriate personnel of the MVRTA for approval prior to the purchase by the Contractor of such services or goods.

### III. PROPOSAL CONTENT

#### A. Proposal Due Date

Proposals are due on Monday, May 16, 2022 by 4:00 pm.

#### B. General Requirements

##### 1. Number of Copies

Two (2) bound copies and one PDF copy on USB electronic media of the proposal must be furnished to the MVRTA at the following address:

**Merrimack Valley Regional Transit Authority  
85 Railroad Avenue  
Haverhill, MA 01835  
Attn.: Philip Clayton, Administrative Assistant**

The offeror is fully responsible for the delivery of the proposal. Reliance upon mail or public carrier is at the offeror's risk. Late proposals will not be considered.

##### 2. Proposal Compliance

Each proposal shall conform to the requirements of this RFP in all respects in order to be considered responsive. Any proposal not in compliance with the guidelines will be disqualified and will not be evaluated.

##### 3. Contractor Selection

MVRTA intends to select a Contractor who (1) submits a timely Proposal responsive to and in conformance with this RFP, and (2) demonstrates through its Proposal and any interviews that may take place the requisite experience and financial capacity to perform in a manner most advantageous to the MVRTA.

Respondents may be asked to provide additional written information beyond that contained in their proposals.

##### 4. Content and Format

The proposal shall be typed, concise but comprehensive, and should be printed on 8 ½ x 11 paper bound on the long side. The format for proposals must follow this outline:

##### *a. General Information Form*



All Proposals shall begin with a completed and signed General Information Form as shown on Attachment G, followed by a Table of Contents.

***b. Relevant Experience and Qualifications of the Proposer***

1. List all currently managed public transit operations. Include the date the contract began, the number of buses, the number of employees, the value of the operating and capital budgets, and to whom the resident team reports. Please provide a client contact with name, address, and phone number.
2. Identify all other public transit related clients and the nature of the work. Include information which will show the complexity of the services provided.
3. List any awards and recognition which the Proposer or its managed systems have received during the term of your contracts.
4. Please describe any public transit innovations, cost saving initiatives, etc. which the Proposer or its managed systems have developed. Please provide as much detail as possible.
5. Please provide an organizational history, the number of years in the public transit management business, and current ownership arrangement.
6. A full and complete description of any recent, current or pending litigation involving the Proposer's operation or management of public transit systems, which excludes personal injury cases unrelated to vehicular collisions, during the last three (3) years.
7. A historical summary of all collective bargaining agreements negotiated during the most recent three (3) years, including results achieved and whether there was a work stoppage during negotiations.
8. For Respondents that are or include corporations not chartered in Massachusetts a Foreign Corporation Certificate authorizing the corporation to do business in the Commonwealth of Massachusetts.
9. Please provide a copy of the most recent annual report.
10. Please provide two financial references.
11. Please provide an organizational chart which identifies senior management and how the services described in the RFP would be handled.
12. Describe any other businesses, the Proposer or parent firm may be involved with and how that experience may be beneficial to this engagement.

***c. Capabilities and Experience of Proposed Resident Management Team***

1. Please provide a brief description of the Proposer, transit management experience, value added resources the firm will provide at no cost additional cost to MVRTA and any other information you believe will be helpful to MVRTA in its evaluation of the proposal.
2. Please identify the proposed Account Manager and any other professionals who will have some responsibility for this contract.

Describe their qualifications, education, transit management experience, length of time with the Proposer, and availability to the MVRTA system (hours/week on-site and general availability). Please provide a resume for all identified professionals.

3. If the Proposer is offering an alternative organizational structure as described in Section I., Paragraph B.4 Option, please provide a description and justification for the alternative, a cost benefit analysis, and a Cost Proposal Form reflecting the alternative.

***d. Transition Plan***

Proposers must provide a description of the plan, including scheduled milestones, for transition from the current operator, First Transit, Inc. The plan should cover the period from contract execution to the start of service on July 1, 2022. The plan should accurately describe any resources or deliverables from MVRTA or the current operator to the Contractor. First Transit, Inc. has committed to assisting with the transition. The transition plan must identify if the proposer expects to establish new sub-corporations or to acquire the existing MVRTA sub-corporations from First Transit, Inc.

***d. Availability and Plan for the Technical Support to be Provided by the Proposer***

1. Please list the names of all non-resident staff, technical support, independent contractors or other subject matter experts who will be available to support the services requested in this RFP. Identify their particular expertise and, if possible or applicable, provide resumes which detail their work for similar transit systems.
2. Please outline training resources, mentoring philosophy, workforce development tools and strategies, as well as partnership opportunities with other client transit properties that the Proposer is currently providing service for.

***e. Describe the Availability of the Proposer's Network of Customers and Corporation. How will this network be used to further the goals and effectiveness of the services required under this RFP?***

1. If the Proposer uses its network of managed systems to advance its understanding of transit management, please share the extent of that network, how it is used, and examples of how it has benefited your customers. Of specific interest would be areas where best practices and cost savings programs have been shared from one operation to another.

2. Please describe how this network, if one exists, will be used to further the goals and effectiveness of the services requested under this RFP. Please provide a plan for how it will be used.

***f. Five Year Management Plan***

1. Describe how the Proposer will approach the management of MVRTA services for the next five years. Please provide a management plan which addresses the major areas: operations, maintenance, marketing, budgeting, labor relations, etc. and includes, but is not limited to the following areas:
  - a. Management of transit systems similar to the MVRTA in size.
  - b. The development of equipment specifications and acquisition of equipment and development of specifications and Requests for Proposals for the procurement of insurance coverage.
  - c. Familiarity with the Commonwealth of Massachusetts Chapter 161B and FTA regulations, procedures and funding requirements.
  - d. The implementation of transit productivity improvements.
  - e. Driver training, including safety and security training, accident investigation and sensitivity training.
  - f. Bus maintenance policies, procedures staffing and experience in the maintenance of fleets comparable to the MVRTA's present fleet.
  - g. Scheduling and dispatching software
  - h. Labor relations and personnel management
  - i. Use of automated management tools and business management systems.
  - j. National Transit Database (NTD) accounting and reporting procedures.
  - k. Describe how the Proposer will assist MVRTA to lower operating costs and/or improve efficiencies.
  - l. Describe the plan for mobilization and installation of the management team for the start date of this contract.

***g. Cost Proposal – Management Fee***

The Proposal must specify the fee to be charged to MVRTA for the Contractor's services to provide the management services as stated in this RFP. The cost proposal form included in Attachment H shall be completed. The fee to be paid to the Contractor shall consist of the value of the Contractor's work, expertise and management, as well as outside support, guidance, partnership, consultation, mentorship and identification of best practices. The proposed management fee shall include all the profit, costs, taxes, overhead, labor, fringe and other direct and indirect expenses of the Contractor excluding the reimbursable operating expenses of the MVRTA fixed route and paratransit services. Reimbursable operating expenses include all reasonable and necessary expenses, generally expenses of the sub-corporations, as defined in the RFP, Section II. Scope of Services, paragraph C. If there are any additional fees for services which are not

part of the yearly management fee they must be identified and described as an attachment to the Cost Proposal Form.

***h. Required Certifications***

All required certifications must be completed, signed and submitted with each Proposal.

The following certifications are required to be submitted with the proposal (Forms included in Attachment I).

- a. Certification Regarding Ineligible Contractors
- b. Non-Collusion Certification
- c. Revenue Enforcement Attestation Certification
- d. If the proposed price will equal or exceed \$100,000, then the following additional certification is required: Lobbying (Appendix A, CFR Part 20)
- e. Incorporation of FTA Terms

**IV. Proposal Evaluation and Selection**

This is a competitively negotiated procurement where an award is anticipated. The Authority shall award a contract to a Proposer who is deemed responsible, possesses the management, financial, and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the solicitation requirements stated herein, and who is judged by an integrated assessment of the general considerations and specific criteria defined in this section 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 lowest cost/price. 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.

### ***Acceptance or Rejection of Bids***

Within five (5) business days after the opening of the Proposals the MVRTA will notify any Proposer who has been determined to be non-responsive or rejected as incomplete. All other Proposers will be notified of the results of the evaluation within thirty (30) days. The Authority may make such investigations as it deems necessary to determine the ability of the Proposer to provide the service and the Proposer shall furnish the MVRTA information and data as requested for this purpose.

### ***Questions by Proposers and Pre-Bid Conference***

Any **questions by prospective Proposers** concerning the terms and conditions of the Request for Proposals, Instructions to Proposers and Specifications must be received in writing or by email at the below address no later than April 29, 2022 at **4:00 PM**.

Questions must be addressed to:

Philip Clayton  
Administrative Assistant  
MVRTA  
85 Railroad Avenue  
Haverhill MA 01835  
pclayton@mvrta.com

***A pre-proposal conference will be held at the address above on April 27, 2022 at 10:00 AM. All Proposers are encouraged to participate via Zoom. If, in the opinion of the Authority, the questions warrant issuance of an addendum, or if there are changes or clarifications to the Request for Proposals, the Authority will issue an addendum which will be sent to all Proposers.***

### ***Review and Evaluation of Bids***

Proposals that are incomplete or obscure may be rejected and proposals that contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as non-responsive.

The contract will be awarded to a responsive and responsible Proposer qualified to provide the service as described herein, price considered but not the only factor.

Proposals will be evaluated by MVRTA and may include MVRTA staff and other persons selected by the Administrator. The proposals will be evaluated and rated using the evaluation criteria listed below with price and other factors considered. Proposer may be required to participate in an interview. The Administrator and other individuals may be invited to attend the interview.

#### ***Evaluation Criteria:***

- *Experience and qualifications of the proposer in management of public fixed route and paratransit service.* ***Maximum score: 15 points***
- *Experience and qualification of the proposed account manager.* ***Maximum score: 10 points***
- *Experience and qualification of the resident management staff. Proposers that will utilize the current management staff as identified in section I. B.2 or B.4 shall receive the maximum score.* ***Maximum score: 20 Points***
- *Transition plan* ***Maximum score: 10 points***
- *The availability and plan for the technical support* ***Maximum score: 10 points***

- *Management fee cost/benefit.*
- *The quality of the proposal and interview.*
- *References.*

*Maximum score: 20 points*

*Maximum score: 10 points*

*Maximum score: 5 points.*

***Total maximum score: 100 points***

The Authority reserves the unqualified right, in its sole and absolute discretion: to waive informalities in any bid; to reject all or part of any proposal; to accept one or more or none of the proposals submitted and to accept or reject any and all proposals submitted, as it may deem in its best interest. The Authority reserves the right using the criteria stated above, to award a contract to other than the lowest cost Proposer based on the stated criteria as the Authority deems to be in its best interest. The Authority may request from those Proposers determined to be qualified a best and final price proposal prior to award of any contract. The Authority reserves the right to use its own experience with a Proposer and to contact sources from which references were not provided in order to evaluate the qualification and experience of the Proposer. The Authority reserves the right to negotiate with one or more Proposers who are determined to be qualified and are score within a competitive range.

#####

**ATTACHMENT A****MVATC / STS EMPLOYEE ROSTER**

<b>Employee Function</b>	<b>Quantity</b>
<b>Management Group</b>	<b>5</b>
<b>Bus Operators</b>	<b>74</b>
<b>Operations</b>	<b>7</b>
<b>Customer Service Reps</b>	<b>4</b>
<b>Office Personnel</b>	<b>4</b>
<b>Special Services Reservationists</b>	<b>3</b>
<b>STS Van Operators</b>	<b>20</b>
<b>STS Dispatch</b>	<b>2</b>
<b>Mechanics</b>	<b>14</b>
<b>Total</b>	<b>133</b>

**ATTACHMENT B**

**VEHICLE ROSTER**



TYPE	NUMBER	YEAR	MAKE	MODEL	PLATE #	VIN#	DEPT.
BUS	1201	2012	GILLIG	LOW-FLOOR	MVRTA 89	15GGB271XC1180209	OPS
BUS	1202	2012	GILLIG	LOW-FLOOR	MVRTA 93	15GGB2716C1180210	OPS
BUS	1203	2012	GILLIG	LOW-FLOOR	MVRTA 78	15GGB2718C1180211	OPS
BUS	1204	2012	GILLIG	LOW-FLOOR	MVRTA 90	15GGB271XC1180212	OPS
BUS	1205	2012	GILLIG	LOW-FLOOR	MVRTA 88	15GGB2711C1180213	OPS
BUS	1206	2012	GILLIG	LOW-FLOOR	MVRTA 70	15GGE2711C1092298	OPS
BUS	1207	2012	GILLIG	LOW-FLOOR	MVRTA 69	15GGE2713C1092299	OPS
BUS	1208	2012	GILLIG	LOW-FLOOR	MVRTA 79	15GGE2713C1092300	OPS
BUS	1101	2011	GILLIG	LOW-FLOOR	MVRTA 22	15GGB2717B1180201	OPS
BUS	1102	2011	GILLIG	LOW-FLOOR	MVRTA 43	15GGB2719B1180202	OPS
BUS	1103	2011	GILLIG	LOW-FLOOR	MVRTA 27	15GGB2710B1180203	OPS
BUS	1104	2011	GILLIG	LOW-FLOOR	MVRTA 28	15GGB2712B1180204	OPS
BUS	1105	2011	GILLIG	LOW-FLOOR	MVRTA 26	15GGB2714B1180205	OPS
BUS	1106	2011	GILLIG	LOW-FLOOR	MVRTA 25	15GGB2716B1180206	OPS
BUS	1107	2011	GILLIG	LOW-FLOOR	MVRTA 23	15GGB2718B1180207	OPS
BUS	1108	2011	GILLIG	LOW-FLOOR	MVRTA 24	15GGB271XB1180208	OPS
BUS	901	2009	GILLIG	LOW-FLOOR	MVRTA 163	15GGB301891176605	OPS
BUS	902	2009	GILLIG	LOW-FLOOR	MVRTA 175	15GGB301X91176606	OPS
BUS	903	2009	GILLIG	LOW-FLOOR	MVRTA 106	15GGB271591177646	OPS
BUS	905	2009	GILLIG	LOW-FLOOR	MVRTA 113	15GGB271991177648	OPS
BUS	906	2009	GILLIG	LOW-FLOOR	MVRTA 160	15GGB271091177649	OPS
BUS	907	2009	GILLIG	LOW-FLOOR	MVRTA 167	15GGB271791177650	OPS
BUS	908	2009	GILLIG	LOW-FLOOR	MVRTA 103	15GGB271991177651	OPS
BUS	909	2009	GILLIG	LOW-FLOOR	MVRTA 166	15GGB271091177652	OPS
BUS	701	2007	GILLIG	LOW-FLOOR	MVRTA 116	15GCB211671078159	OPS
BUS	702	2007	GILLIG	LOW-FLOOR	MVRTA 169	15GCB211271078160	OPS
BUS	703	2007	GILLIG	LOW-FLOOR	MVRTA 107	15GCB211471078161	OPS
BUS	1801	2018	GILLIG	LOW-FLOOR	MVRTA 795	15GGB2714J3191465	OPS
BUS	1802	2018	GILLIG	LOW-FLOOR	MVRTA 794	15GGB2716J3191466	OPS
BUS	1803	2018	GILLIG	LOW-FLOOR	MVRTA 793	15GGB2718J3191467	OPS
BUS	1804	2018	GILLIG	LOW-FLOOR	MVRTA 792	15GGB271XJ3191468	OPS
BUS	1805	2018	GILLIG	LOW-FLOOR	MVRTA791	15GGB2711J3191469	OPS
BUS	1806	2018	GILLIG	LOW-FLOOR	MVRTA796	15GGB3012J3191464	OPS
BUS	1701	2017	GILLIG	LOW-FLOOR	MVRTA 726	15GGB271XH1187751	OPS
BUS	1702	2017	GILLIG	LOW-FLOOR	MVRTA 727	15GGB3011H1187752	OPS
BUS	1703	2017	GILLIG	LOW-FLOOR	MVRTA 728	15GGB3013H1187753	OPS
BUS	1704	2017	GILLIG	LOW-FLOOR	MVRTA 729	15GGB3015H1187754	OPS
BUS	1705	2017	GILLIG	LOW-FLOOR	MVRTA 81	15GGE2711H1093166	OPS
BUS	1706	2017	GILLIG	LOW-FLOOR	MVRTA 92	15GGE2713H1093167	OPS
BUS	1601	2016	GILLIG	LOW-FLOOR	MVRTA 735	15GGB2716G1186496	OPS
BUS	1602	2016	GILLIG	LOW-FLOOR	MVRTA 734	15GGB2718G1186497	OPS
BUS	1603	2016	GILLIG	LOW-FLOOR	MVRTA 732	15GGB271XG1186498	OPS
BUS	1604	2016	GILLIG	LOW-FLOOR	MVRTA 733	15GGB2711G1186499	OPS
BUS	1605	2016	GILLIG	LOW-FLOOR	MVRTA 736	15GGB2714G1186500	OPS
BUS	1501	2015	GILLIG	LOW-FLOOR	MVRTA 749	15GGB2711F1186615	OPS
BUS	1502	2015	GILLIG	LOW-FLOOR	MVRTA 748	15GGB2713F1186616	OPS
BUS	1503	2015	GILLIG	LOW-FLOOR	MVRTA 750	15GGB2715F1186617	OPS
BUS	1504	2015	GILLIG	LOW-FLOOR	MVRTA 747	15GGB2717F1186618	OPS
BUS	1505	2015	GILLIG	LOW-FLOOR	MVRTA 745	15GGB2719F1186619	OPS
BUS	417	2004	GILLIG	AMUBUS	MVRTA 714	15GCB211X41112529	EVAC
BUS	401	2004	GILLIG	EVAC BUS	MVRTA157	15GCB211241112513	EVAC
BUS	2001	2020	GILLIG	LOW-FLOOR	MVRTA784	15GGB301XL3187780	OPS
BUS	2002	2020	GILLIG	LOW-FLOOR	MVRTA785	15GGB3011L3187781	OPS
BUS	2003	2020	GILLIG	LOW-FLOOR	MVRTA786	15GGB3013L3187782	OPS

TYPE	NUMBER	YEAR	MAKE	MODEL	PLATE #	VIN#	DEPT.
COACH	C125	2013	MCI	D4500	MVRTA 80	1M8PDMBA5EP013133	OPS
COACH	C130	2014	MCI	D4500	MVRTA 85	1M8PDMBA1EP013274	OPS
COACH	C135	2015	MCI	D4500	MVRTA 743	1M8PDMBA3EP013275	OPS
COACH	C140	2015	MCI	D4500	MVRTA 773	1M8PDMBA8FP013659	OPS
COACH	C145	2015	MCI	D4500	MVRTA 775	1M8PDMBA4FP013660	OPS
COACH	C150	2015	MCI	D4500	MVRTA 744	1M8PDMBA6FP013661	OPS
VAN	1515	2015	FORD	E350 PHOENIX	MVRTA 723	1FDEE3FL6FDA34676	STS
VAN	1516	2015	FORD	E350 PHOENIX	MVRTA 722	1FDEE3FL8FDA34677	STS
VAN	1520	2015	FORD	E350 PHOENIX	MVRTA 742	1FDEE3FL9FDA34686	STS
VAN	1521	2016	FORD	E350 PHOENIX	MVRTA 739	1FDEE3FL3GDC05868	STS
VAN	2101	2021	FORD	E350 PHOENIX	MVRTA744	1FDEE3FK7MDC38018	STS
VAN	2102	2021	FORD	E350 PHOENIX	MVRTA 757	1FDEE3FK8MDC33362	STS
VAN	2103	2021	FORD	E350 PHOENIX	MVRTA 758	1FDEE3FK9MDC38019	STS
VAN	2104	2021	FORD	E350 PHOENIX	MVRTA 759	1FDEE3FKXMDC33363	STS
VAN	2105	2021	FORD	E350 PHOENIX	MVRTA 760	1FDEE3FK3MDC33365	STS
VAN	2106	2021	FORD	E350 PHOENIX	MVRTA 720	1FDEE3FK9MDC33371	STS
VAN	2107	2021	FORD	E350 PHOENIX	MVRETA788	1FDEE3FK2MDC33373	STS
VAN	2108	2021	FORD	E350 PHOENIX	MVRTA787	1FDEE3FKXMDC33377	STS
VAN	2109	2021	FORD	E350 PHOENIX	MVRTA 764	1FDEE3FK3MDC33379	STS
VAN	2110	2021	FORD	E350 PHOENIX	MVRTA 763	1FDEE3FK6MDC41718	STS
VAN	2111	2021	FORD	E350 PHOENIX	MVRTA 754	1FDEE3FK8MDC41719	STS
VAN	2112	2021	FORD	E350 PHOENIX	MVRTA 755	1FDEE3FK7MDC41839	STS
VAN	2113	2021	FORD	E350 PHOENIX	MVRTA 753	1FDEE3FK4MDC41720	STS
VAN	2114	2021	FORD	E350 PHOENIX	MVRTA 752	1FDEE3FK3MDC41840	STS
VAN	2115	2021	FORD	E350 PHOENIX	MVRTA725	1FDEE3FK6MDC41721	STS
VAN	2116	2021	FORD	E350 PHOENIX	MVRTA797	1FDEE3FK5MDC41726	STS
VAN	2701	2022	FORD	E350 PHOENIX	MVRTA716	1FDEE3FK8NDC06812	STS
VAN	2702	2022	FORD	E350 PHOENIX	MVRTA717	1FDEE3FKXMDC06813	STS
VAN	2703	2022	FORD	E350 PHOENIX	MVRTA719	1FDEE3FK3NDC06815	STS
VAN	2704	2022	FORD	E350 PHOENIX	MVRTA718	1FDEE3FK1NDC06814	STS
VAN	1707	2016	FORD	E350 PHOENIX	MVRTA 703	1FDEE3FL1GDC41090	STS
VAN	1708	2016	FORD	E450 PHOENIX	MVRTA 706	1FDEE4FL7GDC11419	STS
VAN	1709	2016	FORD	E450 PHOENIX	MVRTA 705	1FDEE4FL3GDC11420	STS
VAN	1710	2016	FORD	E450 PHOENIX	MVRTA 702	1FDEE4FL5GDC11421	STS
VAN	1711	2016	FORD	E450 PHOENIX	MVRTA 707	1FDEE4FL7GDC11422	STS
TRUCK	M-1	2016	CHEVY	SILVERADO	MVRTA 730	1GB3KYCG1GZ339908	MAINT
TRUCK	M-2	2003	GMC	SIERRA P/U	MVRTA 765	1GDJK34G53E134853	MAINT
TRUCK	M-3	2004	GMC	SIERRA TRUCK	MVRTA 134	1GDJK34G24E231137	MAINT
TRUCK	M-4	2016	CHEVY	SILVERADO	MVRTA 737	1GC0KUEG4GZ113401	MAINT
TRAILER	M-5	2003	CWI	UTIL. TRAILER	992797	1C9BA133931271643	MAINT
SEDAN	S-1	2013	FORD	TAURUS	MVRTA 1	1FAHP2M86DG181571	MVRTA
SUV	S-2	2020	CHEVY	TAHOE	MVRTA 700	1GNSKFKC0LR220727	OPS
SUV	S-3	2017	CHEVY	TAHOE	MVRTA 713	1GNSKFKC3JR274553	OPS
SUV	S-4	2021	CHEVY	TAHOE	MVRTA 219	1GNSKLED5MR284072	MAINT
SUV	S-5	2012	FORD	ESCAPE	MVRTA 104	1FMCU5K37CKB21795	OPS
SUV	S-6	2017	CHEVY	TAHOE	MVRTA 701	1GNSKFKC8HR292976	OPS
SUV	S-10	2016	CHEVY	TAHOE	MVRTA 731	1GNSKFKC5GR370533	OPS
SUV	S-11	2016	CHEVY	TAHOE	MVRTA 712	1GNSKFKC9GR372057	OPS
SUV	S-12	2014	CHEVY	TAHOE	MVRTA 746	1GNSKBE02ER183340	OPS
SUV	S-13	2019	CHEVY	TAHOE	MVRTA 762	1GNSKFKC4KR201306	OPS

**ATTACHMENT C**

**PREPROPOSAL CONFERENCE ATTENDANCE FORM**

**CONFIRMATION OF ATTENDANCE AT  
PREPROPOSAL CONFERENCE**

---

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

The above named firm ☐ **will be attending** ☐ **will not be attending** the pre-proposal Conference scheduled for Wednesday, December 14, 2016 at 10:00 A.M. at the MVRTA Administrative offices.

If attending, list the person(s) who will represent the firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return via fax: (please mail hard copy)

**Merrimack Valley Regional Transit Authority  
85 Railroad Avenue  
Haverhill, MA 01835  
Fax: (978) 373-1185**

## **ATTACHMENT D**

### **ADDENDA ACKNOWLEDGMENT FORM**

The undersigned acknowledges receipt of the following amendments to the Documents.

(Give number and date of each):

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

Failure to acknowledge receipt of all Addenda may cause the proposal to be considered non-responsive to the Invitation, which will require rejection of the proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **ATTACHMENT E**

### **REQUIRED FEDERAL CLAUSESREQUIRED FTA CLAUSES**

**For**

### **MANAGEMENT SERVICES**

#### **A. Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**B. Restrictions on Lobbying**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 agreement, the payor must complete and submit the Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 any cooperative agreement, and the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.

(3) 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S.C., {as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**C. Prohibited Interests**

1. No member, officer, or employee of the MVRTA, or of a local public body during their tenure or for one year thereafter will have any interests, direct or indirect, in a contract or the proceeds thereof.
2. In accordance with 41 U.S.C. 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived therefrom.

**D. Termination of Contract**

- a. **Termination for Convenience (General Provision)** The MVRTA 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 MVRTA to be paid the Contractor. If the Contractor had any property in its possession belonging to the MVRTA, the Contractor will account for the same, and dispose of it in the manner the MVRTA directs.
- b. **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 MVRTA 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 MVRTA 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 MVRTA, after setting up a new delivery performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. **Opportunity to Cure (General Provision)** The MVRTA 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 MVRTA'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 MVRTA setting forth the nature of said breach or default, MVRTA 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 MVRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.



- d. **Waiver of Remedies for any Breach** In the event that MVRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MVRTA shall not limit MVRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (professional or Transit Service Contracts)** The MVRTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the MVRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the MVRTA may terminate this contract for default. The MVRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the MVRTA may terminate this contract for default. The MVRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the MVRTA goods, the Contractor shall, upon direction of the MVRTA, protect and preserve the goods until surrendered to the MVRTA or its agent. The Contractor and MVRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination, for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the MVRTA.

- h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with diligence that will insure 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 MVRTA may terminate this contract for default. The MVRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The MVRTA 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 MVRTA 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 MVRTA, acts of another Contractor in the performance of a contract with the MVRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor, within [10] days from the beginning of any delay, notifies the MVRTA in writing of the causes of delay. If in the judgment of the MVRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the MVRTA 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 MVRTA.

- i. Termination for Convenience or Default (Architect and Engineering)** The MVRTA may terminate this contract in whole or in part, for the MVRTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The MVRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the MVRTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the MVRTA.

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The MVRTA may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the MVRTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the MVRTA, or property supplied to the Contractor by the MVRTA. If the termination is for default, the MVRTA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the MVRTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the MVRTA, the Contractor shall be paid its close out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the MVRTA determines that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the MVRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### F. **Disadvantaged Business Enterprise**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is \_\_ %. A separate contract goal of \_\_ % **DBE participation has** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **MVRTA** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid or concurrent with and accompanying an initial proposal**:
  1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **as a matter of responsiveness or with initial proposals** (*see* 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **MVRTA**. In addition, **the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the MVRTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

e. The contractor must promptly notify **MVRTA**, 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 **MVRTA**.

**G. Civil Rights**  
the underlying contract:

The following requirements apply to

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. & 2000d, section 303 of the Age Discrimination Act of 1975, as amended, or 42 U.S.C., 6102, section 202 of the ADA of 1990, 42 U.S.C. & 12132, and Federal Transit law at 49 U.S.C. & 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. & 2000e, and Federal Transit laws at 49 U.S.C. & 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 etseq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. & 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. & 623 and Federal Transit law at 49 U.S.C. & 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. & 12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **H-2 Contract Work Hours and Safety Standards Act**

### **Pursuant to Section 102 (Overtime):**

(These clauses are specifically mandated under DOL regulation 29 CFR & 5.5 and when preparing a construction contract in excess of \$2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses as discussed previously. For non-construction contracts, this is the only section required along with the payroll section.)

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation: liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The MVRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(Section 102 non-construction contracts should also have the following provision:)

(5) **Payrolls and basic records.** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## I. Air Quality

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**J. Clean Water**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**K. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy, efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act.

**M. Privacy**

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:

1. The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC & 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**N. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1), through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exception related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

#### **Q. Third Party Contract Disputes or Breaches**

**Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of MVRTA's Administrator. This



decision shall be final and conclusive unless within [ten (10) days] from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute.** Unless otherwise directed by MVRTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MVRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the MVRTA is located.

**Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the MVRTA, its Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

#### **T. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MVRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **U. Recycled Products**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **V. No Obligation by the Federal Government**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government is not a party to this contract and shall not subject to

any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **W. Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* And US DOT regulations “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **X. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MVRTA requests which would cause MVRTA to be in violation of the FTA terms and conditions.

#### **Y. Drug and Alcohol Testing**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with parts

653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Massachusetts, or the MVRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## **Z. Charter Bus Requirements**

**Charter Service Operations.** The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provisions of mass transportation.

## **AA. School Bus Requirements**

**School Bus Operations.** Pursuant to 69 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **BB. Transit Employee Protective Agreements**

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C.A 5333(b), and U.S. DOL guidelines at 29 C.F.R., Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S.DOL letter. The requirements of this subsection(1), However, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310

(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause

**(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.**

5310(a)(2) for Elderly Individuals and Individuals with Disabilities If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310 (a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S.DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S.DOL letter.

**(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.**

5311 in Nonurbanized Areas If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Areas Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S.DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

**DD. Fly America Requirements**


The Contractor agrees to comply with 49 U.S.C. 4011.8 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **ATTACHMENT F**

### **“SUMMARY of MVRTA SERVICES,” “MAP of MVRTA SERVICE AREA” and “FREE FARE FLYER”**



**The Merrimack Valley Regional Transit Authority is your FREE public transportation service. We proudly provide the following services:**



**FIXED BUS ROUTES**

- \* Our fixed bus service includes Lawrence, Haverhill, Methuen, Andover, North Andover Merrimac, Amesbury, Newburyport and Salisbury.
- \* We also provide service to the Kennedy Transfer Center in Lowell for connections with the Lowell Regional Transit Authority and Hampton Beach during summer months.
- \* We operate a Boston commuter bus route that services the towns of Methuen, Lawrence and Andover.
- \* There are no bus stops, except at plazas—buses may be flagged along route except in no-stop zones.
- \* All of our buses are equipped with easy to use bike racks in the front that can hold two bikes.
- \* Access real-time predictions, live vehicle locations, plan your trip, and take advantage of many other great features by downloading the [Transit App](#).

**Bus accessibility:**

\* **All of our buses have:** The capability to kneel or lower for customer convenience, deployment of the wheelchair ramp can be requested by the passenger to the driver regardless if the passenger has a mobility aid or not, priority seating areas (normally found near the front of the bus) to be used by senior citizens and persons with disabilities, securement areas for wheeled mobility devices, destination signs that are bright and easy to read.

We have created a series of videos on how to use MVRTA’s fixed route buses! Whether you are new to the Merrimack Valley area or just need a quick refresher, our [Travel Training videos](#) will show you how easy it is to ride with us.

The MVRTA offers Travel Training to all citizens needing assistance with learning our fixed routes. We promote the independent travel of older adults and people with disabilities by providing access to free information, training and support.



**PARATRANSIT**

The Merrimack Valley Regional Transit Authority (MVRTA) Office of Special Services provides an array of transportation services to include the following: ADA EZ Trans, Non-ADA EZ Trans services, Boston/Peabody Medi-Ride, Ring & Ride, Route 28 Ring & Ride.

**ALL OF OUR FIXED ROUTES AND PARATRANSIT SERVICES, EXCEPT FOR THE BOSTON COMMUTER, ARE FREE AS OF MARCH 1.**

**THINGS TO LOOK FORWARD TO:**

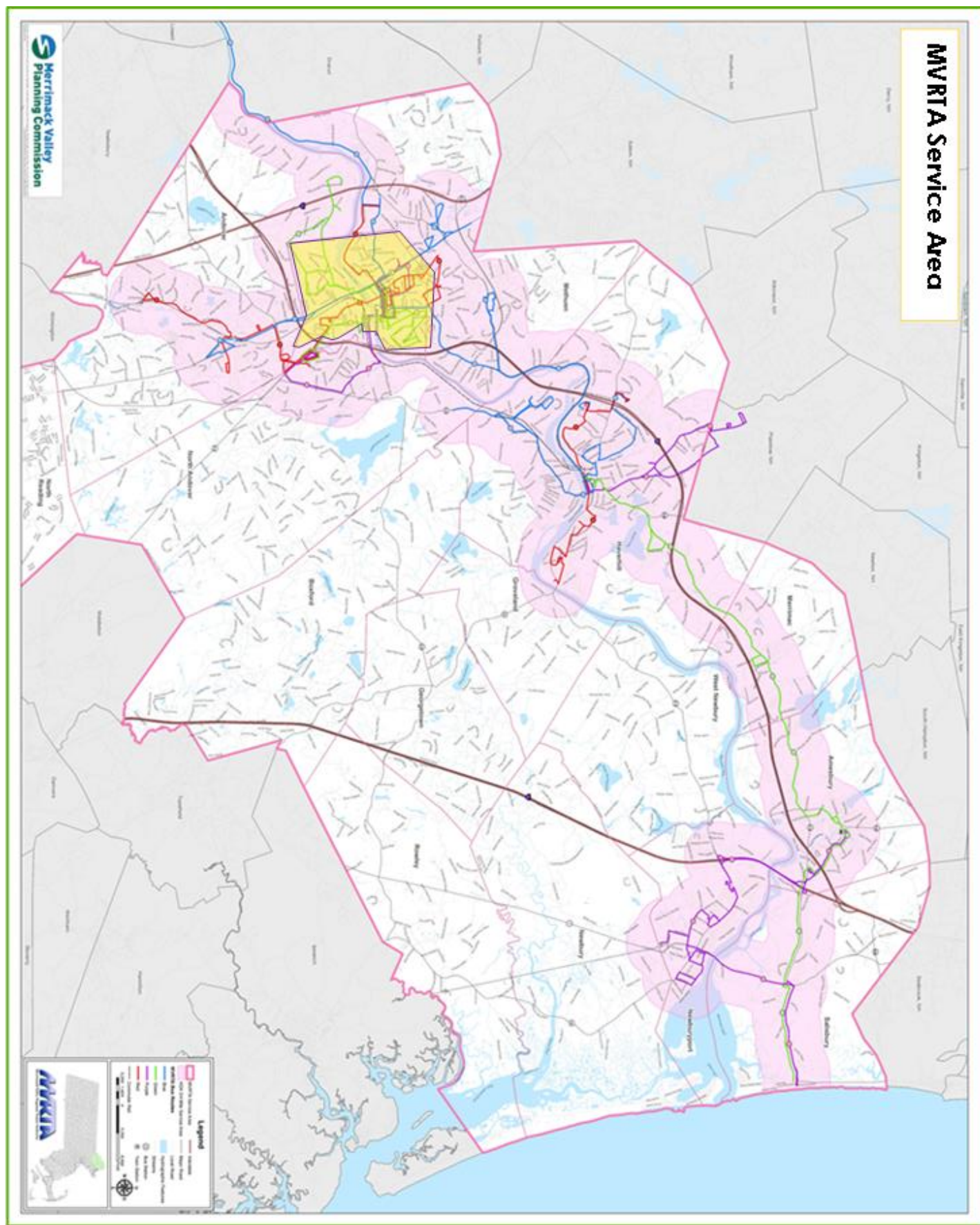
* New name, new logo and new colors!	* More efficient and direct bus routes.
* Longer service hours.	* Sunday service.
* Demand response service to Rowley.	* Fixed route service to Groveland.



Follow us @MVRTA\_ on Twitter



Follow us Follow us on Facebook







MERRIMACK VALLEY REGIONAL TRANSIT AUTHORITY

**RIDE WITH US !**  
**All of our local**  
**buses will be FREE**  
Starting March 1st

**MONTATE CON NOSOTROS!**  
**Todos nuestros**  
**autobuses locales**  
**serán GRATUITOS**  
A partir de marzo 1ro

[www.mvrta.com](http://www.mvrta.com)



## **ATTACHMENT G**

### **GENERAL INFORMATION FORM**



## GENERAL INFORMATION FORM

Name of Organization: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Organization is (check one):

\_\_\_\_ Corporation      \_\_\_\_ Partnership      \_\_\_\_ Association  
\_\_\_\_ Joint Venture      \_\_\_\_ Sole Proprietorship      \_\_\_\_ Public Agency  
\_\_\_\_ Quasi-Public Agency      Other: (Explain): \_\_\_\_\_

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 MVRTA with the Services described in the Request of Proposal dated \_\_\_\_\_. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **ATTACHMENT H**

### **COST PROPOSAL FORM**

**To: Merrimack Valley Regional Transit Authority**

The undersigned hereby agrees to furnish the Transportation Management Services pursuant to the Request for Proposal. This offer is valid for 90 days. The management fee proposed by the proposer must exclude the costs the five resident managers identified in Section I, B.2 of the RFP.

<u>CONTRACT YEAR</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
July 1, 2022 – June 30, 2023	_____	_____
July 1, 2023 – June 30, 2024	_____	_____
July 1, 2024 – June 30, 2025	_____	_____
July 1, 2025 – June 30, 2026	_____	_____
July 1, 2026 – June 30, 2027	_____	_____

**Total 5 year Management Fee:** \_\_\_\_\_

**ADDITIONAL FEES:** All proposed additional fees, if any, must be itemized and attached.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Submitted by:

\_\_\_\_\_

Print name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Phone Number

\_\_\_\_\_

E-Mail

## **ATTACHMENT I**

1. Certification Regarding Ineligible Contractors
2. Non-Collusion Certification
3. Revenue Enforcement Attestation Certification
4. Appendix A, 49 CFR Part 20, Certification Regarding Lobbying  
(To be submitted if the proposed price will exceed \$150,000)
5. Incorporation of FTA Terms

### INELIGIBLE CONTRACTORS CERTIFICATE

The \_\_\_\_\_ (name of third-party contractor)

hereby certifies (check one) that it is ☐ is not ☐ included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard provisions.

\_\_\_\_\_  
Company

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

### NON-COLLUSION CERTIFICATION

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the offerer making the proposal for the above named project, and that I executed the said proposal with full authority to do so; that said offerer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Commonwealth of Massachusetts relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print Name under Signature.)

Subscribed and sworn to before me this Date: \_\_\_\_\_, 2014

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_.

.

## **STATEMENT OF TAX COMPLIANCE**

*Pursuant to Massachusetts General Laws Chapter 62C, Section 49A,*

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

\_\_\_\_\_  
Signature of Individual  
or Corporate Name

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Officer (Name and Title)

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c.62C s.49A.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 any cooperative agreement, and the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.

(3) 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C., 1352 {as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a 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 Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C., 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The contractor acknowledges that the contract is subject to provisions including, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by U.S. DOT , as set forth in FTA Circular 4220.1F and the grant agreement between U.S. DOT, FTA, and the MVRTA are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MVRTA requests which would cause the MVRTA to be in violation of the FTA terms and conditions.

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**Name of Proposer**

---

**Name of Authorized Officer, Title**

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**Signature**

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**Date**