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**REQUEST FOR PROPOSAL (RFP)**

Runcutting Services Contract

**INTRODUCTION**

South Coast Transit Management (SCTM) is responsible for operating public transit services in ten (10) communities within the Southeastern Massachusetts region, and is funded with Federal, State and local subsidies, as well as fare box revenue.

The consultant will work under the direction of the Assistant General Manager of South Coast Transit Management Inc. SCTM is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit. For the purposes of this contract and project, SCTM must also comply with funding rules and regulations of the Federal Transit Administration (FTA) and the Massachusetts Department of Transportation (Mass DOT), as well as other federal and state funding sources. SCTM is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, handicap, sexual orientation, veteran status, or other protected class, as identified by law, in consideration of an award of contract.

**Specifications and information may be obtained by emailing** **tduff@srtabus.com****. Proposals are due at 4:00 PM on August 10, 2017.**

**Overview**

SCTM is looking for a 3 Year Managed Services Agreement for Runcutting Services. South Coast Transit Management would only be billed for services rendered. This is not a prepayment agreement; South Coast Transit Management and the selected vendor have the right to terminate at any time with 30 days “written” notice.

**Scope of service**

There are two garages, located in New Bedford and Fall River, which make up SRTA’s service area. Each garage would need service and run documentation for Weekdays (Monday – Friday) and for Saturday. Bids are done a minimum of 4 times a year. There are currently two service levels during the year for each location. These levels are based around the need for tripper vehicles during the school year.

**SERVICES REQUIRED:**

1. Bid winner will incorporate the SRTA bus schedule into runs which perform service in the most effective manner while following SCTM work rules. This includes but is not limited to:
2. Interlining routes to minimize layovers.
3. Scheduling work in straight shifts or splits.
4. Bus blocking to minimize number of vehicles needed.
5. Compile bid documents for both New Bedford and Fall River locations. Documents to include:
6. All runs for weekdays and Saturdays needed to allow drivers to bid work.
	1. Routes and times that make up run.
	2. Pay information following SCTM work rules: Total pay hours, Revenue hours, Deadhead hours, Pre trip time, Guarantee time, Overtime, Swing time and Spread.
7. Individual Paddle sheets for drivers.
	1. Detailed routes and times stating time points and deviations.
8. Pay summary which breaks down each route into the pay types stated in 1b.
9. Bid winner will be expected to work with SCTM’s vendor program Sched21 to put run data into the AVL/GPS system. Formats for transfer may comma separated value (.csv), excel, or some other machine importable data type. This is to be determined by the winner and the software company.

**Price Model**

Quotes for Labor should be submitted to include cost per hour.

**Term of Agreement**

Upon signature of service contract for 3 years; not to exceed 112 hours per year.

In addition, please supply any relevant experience for this scope of work and references pertaining to the same.

**Federal Clauses**

Upon submission of price quotes respondents must provide signed acknowledgement of attached Federal Clauses.

Southeastern Regional Transit Management

ACKNOWLEDGEMENT OF FEDERALLY REQUIRED CLAUSES

The undersign supplier/vendor hereby certifies and acknowledges that it has received the following referenced federally required clauses and will meet the requirements thereof as well as the applicable federal regulations pertaining thereto.

Federally Required Contract Clauses:

1. Fly America Requirements (if foreign transport or travel by air involved)

2. Energy Conservation Requirements

3. Access to Records and Reports

4. Federal Changes

5. No Government Obligation to Third Parties

6. Program Fraud and False or Fraudulent Statements and Related Acts

7. Termination (if over$ 10,000)

8. Government-wide Debarment and Suspension (No procurement) (if over

$25,000)

9. Civil Rights Requirements (EEO, Title VI & ADA)

10. Disadvantaged Business Enterprises (DBE)

11. Incorporation of Federal Transit Administration (FTA) Terms

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| --- | --- |
| Date: |   |
| Company: |   |
| Name: |   |
| Title: |   |
| Signature: |   |

*SIGN AND RETURN TO SRTA I SCTM*

*65 Potomska Street*

*New Bedford, MA 02740*

*Attn. Tara Duff*

Fax: 508-997-2341

FEDERALLY REQUIRED CONTRACT CLAUSES for contract'> under $25,000

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(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, the Federal Government is not a party to this contract and shall not be 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.Jt is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS& RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. *§ § 3B01.ct* s.e.q . and U.S. 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. § 1001 and 49 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 wlll be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325, 10 CFR 18.36 (i), 49 CFR 633.17

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 C. F. R. 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 C. F. R. 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 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs

described at 49 U.S.C. 5307, 5309 or 5311.

4. Where any Purchaser which Is theFTA Recipient or a subgrantee of the FTA Recipient in accordance with

49 U.S.C. 532S(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a)1)

through other than competitive bidding, the Contractor shall make available records related to the contract to

the Purchaser, the Secretary ofTransportiltion 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 reasonably needed.

6. The Contmctor 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 oflltlgation or settlement of claims arising from the performance of th is 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 exceptions related thereto. Reference 49 CFR 18.39(i)(ll).

7, FTA does not require the inclusion of these requirements in subcontracts.

Hequfrements for *Access* to Records and Report., I1y Types of Contract

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FEDERAL CHANGES

49 CFR Part 18

Federal Changes • Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without l!mitatlon those listed directly or by reference in the M.asW:

A :reement between Purchaser 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.

CIVIL RIGHTS REQUIREMENTS

29 u.s.c. § 623,42 u.s.c. § 2000,42 u.s.c. § 6102,42 u.s.c. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41CFR Parts 60 et seq.

Civil Rights·The following requirements apply to the underlying contract:

(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, 42 U.S.C. *§* 6102, section 202 of the Americans with Disabilities Act 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 Oriein. Sex- In accordance with Title Vll 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 U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41

C.F.R. Parts 60 s.e..q ., (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 ln 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- ln 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 U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.P.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.

TERMINATION

49 U.S.C.Part 18, FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The SRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractol' 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 the SRTA to be paid the Contractor. If the Contractor has any property in Its possession belonging to the SRTA, the Contractor will account for the same, and dispose of it in the manner the SRTA directs.

b. Termination for Default fBreach 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 SRTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth 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 ls later determined by the SRTA 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 SRTA, after setting up a new delivery of 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 SRTA 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 the SRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the SRTA setting forth the nature of said breach or default, the SRTA 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 the SRTA 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 the SRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the SRTA shall not limit the SRTA's remedies for any succeeding breach of that or of any other term , covenant, or condition of this Contract.

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 SRTA may terminate this contract for default. The SRTA 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 contTact 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 SRTA.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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 5.4%.

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 the SRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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 wol'k from the SRTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract *is* satisfactm·ily completed.

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

INCORPORATION OF FEDERAL TRANSIT APMINISTRATION (FTA) TERMS FIA Circular 4220.1E

Incorporation of Federal Transit Administration (1-'IA) 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 the SRTA requests

which would cause the SRTA to be in violation of the FTA terms and conditions.

GOYER Mlili.I:WIDE DEBARMill:LT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Order 12549

This contract *Is* a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to

verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR

29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 SRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the SRTA, 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

49 CFR 29, Subpart C 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.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 etseq., 49 CFR Part 18

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which arc contained tn the state energy conservation plan issued in compliance with the

Energy Policy and Conservation Act.

**FI.YAMERICA REQUIREMENTS-**

**49 U.S.C. §40118, 41 CFR Part** 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients 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 alr 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.

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA wm particip<Jte in the costs of such air transportation. Transportation on a foreign air carrier Is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act Micro-purchases are defined as those purchases under $2,500. These requirements do not apply to micro-purchases.The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.·The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with

the General Services Administration's regulations at 41CFR 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.