



LEGAL AD
REQUEST FOR PROPOSALS (RFP)
TO OPERATE MICROTRANSIT SERVICES
in the FOXBORO/MANSFIELD AREAS

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) is seeking to contract with a qualified transportation company to operate a pilot demand response microtransit service in the Towns of Foxboro and Mansfield. The Company selected will have to be qualified to do business in the Commonwealth of Massachusetts. The company will be under contract with GATRA and report directly to the GATRA Administrator and related staff.

This contract is subject to a financial assistance contract between GATRA, the Commonwealth of Massachusetts, and the Federal Transit Administration (FTA). The performance of this contract is subject to the requirements of Title VI of the Civil Rights Act of 1964, as amended, and applicable equal employment requirements. Disadvantaged Business Enterprise (DBE) firms will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, sex, national origin or disability in consideration for an award.

A pre-proposal conference will be held at 10:00 AM on Wednesday, April 24, 2019 at the GATRA Administrative Offices, 10 Oak Street, 2nd Floor, Taunton, MA 02780, at which time elements of the transportation service will be discussed. All proposers are strongly encouraged to attend the Pre-Proposal Conference.

Proposals will be accepted until 2:00 PM on Thursday May 2, 2019. For detailed specifications and proposal documents visit our website at www.gatra.org, or contact Stacy Forte, Administrative Assistant, GATRA, 10 Oak Street, 2nd Floor, Taunton, MA 02780, telephone (508) 823-8828, Ext. 273. GATRA reserves the right to waive any informality in/or to reject any or all proposals, if deemed to be in the best interest of GATRA.



REQUEST FOR PROPOSALS (RFP)
TO OPERATE MICROTRANSIT SERVICES
in the MANSFIELD and FOXBOROUGH AREAS

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) is seeking to contract with a qualified transportation operating company to manage and operate microtransit transportation services in the Towns of Foxborough and Mansfield. GATRA has partnered with Transloc, Inc., a software development company, which will provide the software to conduct the microtransit pilot project. The Company selected will have to be qualified to do business in the Commonwealth of Massachusetts. The company will be under contract with GATRA and report directly to the GATRA Administrator and related staff.

I. **AUTHORITY TRANSIT SERVICES**

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) was created pursuant to the provisions of Chapter 161B of the Massachusetts General Laws of the Acts of 1973.

The Authority is given general responsibility to develop, finance, and contract for the operation of mass transportation facilities and services within its territory. The territorial area of the Authority consists of the Cities of Attleboro and Taunton, and the Towns of Bellingham, Berkley, Carver, Dighton, Duxbury, Foxborough, Franklin, Hanover, Kingston, Lakeville, Mansfield, Marshfield, Medway, Middleboro, Norfolk, North Attleboro, Norton, Pembroke, Plainville, Plymouth, Raynham, Rehoboth, Scituate, Seekonk, Wareham, and Wrentham.

The day-to-day affairs of the Authority are managed by an Administrator who is appointed by the Advisory Board. The Advisory Board consists of the Mayors of the Cities of Attleboro and Taunton and the Chairman, or their designees, of the Boards of Selectmen of member towns.

GATRA oversees operations of demand response services in all of its twenty eight communities and fixed route bus services in the communities of Attleboro, Bellingham, Duxbury, Foxborough, Franklin, Kingston, Mansfield, Marshfield, Medway, Middleboro, Norfolk, North Attleboro, Norton, Pembroke, Plainville, Plymouth, Raynham, Scituate, Seekonk, Taunton, Wareham, and Wrentham.

All GATRA vehicles are wheelchair accessible and comply with the Americans with Disabilities Act (ADA). GATRA offers a number of services to assist customers in becoming more transportation independent.

II. **Minimum RFP Responsiveness Requirements**

Any company that does not provide all of the following by the RFP deadline may be determined non-responsive (it is GATRA's sole discretionary determination as to whether a proposal is complete) and may be removed from further consideration.

- A. A minimum of three (3) years of work experience with transit operations.

B. Submission of all required State and Federal certification forms found in Exhibit 1.

C. Disadvantaged Business Enterprise (DBE) Participation

While not indicative of a proposer's individual merit (technical excellence, proposer's ability, experience, etc.), GATRA encourages the participation of certified Disadvantaged Business Enterprises (DBE) in its solicitations. Please visit <http://www.sdo.osd.state.ma.us> for a list of certified Disadvantaged Business Enterprises.

III. Scope of Services

The contractor will work with GATRA in partnership with Transloc to help promote and conduct the day-to-day operations of the micro transit project. More information regarding the Transloc software is provided as Exhibit 3. The pilot is estimated to be at least six months in duration with the possibility of being extended or made permanent depending on the success of the pilot phase.

GATRA envisions the pilot will start with two vehicles on a Monday through Friday schedule from 7:00 AM to 7:00 PM. As the service continues to develop and the pilot is successful, GATRA may add additional hours and/or vehicles into the system. The approximate area to be operated in for the micro transit pilot project is shown on EXHIBIT 4. GATRA will provide the software through Transloc and tablets for the vehicles as well as the data communication system. These vehicles will be 12 passenger vans or small mini buses to be identified by GATRA. GATRA is also requesting pricing from the contract to supply vehicles.

The successful contractor will be required to ensure all personnel is fully trained in the micro transit technology and scheduling process, i.e. communicating with passengers and locating pick up/drop off locations utilizing the technology provided.

The successful contractor will be required to provide all driver personnel and the capabilities of an administrative staff and call center to dispatch through the micro transit software real time service as well as be responsible for preventative and ongoing maintenance of any vehicles supplied by GATRA for the pilot phase. GATRA, the Contractor, and Trasloc will all participate in marketing activities to help educate and promote the service to the riding public.

GATRA does not require the Contractor to have any particular number of affiliated GATRA does not require the Contractor to have any particular number of affiliated drivers, so long as the Contractor can ensure that it will provide a sufficient number of drivers to provide its proposed level of service (LOS) at any given time during service provision hours, including periods of peak demand. All drivers must hold a valid Massachusetts driver's license providing legal authority to operate the specific service and vehicle type offered by the Contractor in its proposal.

The Company will be responsible for the daily collection of farebox revenue. The revenues to be generated through the fare collected will act as an offset to the price that GATRA will

reimburse the Company. Suitable accounting measures must be instituted by the Company in order to insure that all fares are being collected and accounted for on a daily basis. GATRA will work with the Company to insure that this process is established and meets the approval of GATRA.

The Company will also be available to provide any technical assistance to GATRA in providing the best quality daily service for the transit program. Experience in providing public transit service is a strong factor in the award of this contract. The Company will house, maintain and do all necessary maintenance on the vehicles in order for them to comply with the provisions of this service.

The Company is to detail in its proposal the location and the maintenance capability at the garaging facility where maintenance will be done on the GATRA owned vehicles. The facility will be inspected by GATRA before final award of a contract has been made.

GATRA will be responsible for paying the invoices for the fuel, either diesel or gas, for these vehicles. The Contractor will work with GATRA to set up a suitable fueling arrangement to meet the Contractor's needs and invoicing will be provided and paid for by GATRA. This should be taken into consideration in the pricing of the hourly service by the Contractor.

GATRA shall be responsible for insurance coverage on the GATRA owned vehicles utilized to operate the services as described above. The Contractor is expected to have in place other suitable insurance coverage, such as workmen's compensation and general liability for the Contractor to protect itself in the conduct of this contract and for the daily operation of the noted services.

The Company shall undertake these provisions for the operation of the Microtransit Services:

1. Personnel related services consisting of employee hiring, compensation, labor relations, labor contract negotiations, discipline, and grievance administration. Federal Transit Administration (FTA) mandated programs such as drug and alcohol testing are to be implemented by the contractor.
- 2, Supervising and dispatching of transportation operations; including performance, monitoring ridership statistics, and route planning.
3. Service management including schedule analysis and evaluation of service levels and participation with GATRA in ongoing service evaluation activities.
4. Vehicle maintenance, cleanliness and washing, including an aggressive vehicle preventative maintenance program, which will be monitored by GATRA on an ongoing basis.

5. Accident investigation, claims management, and risk management for the GATRA contracted transportation system.
6. Revenue collection, handling of cash and passes, and daily security for transportation system revenue.
7. Management reporting to GATRA and to the state and federal governments. Compliance with FTA regulations, including preparation of NTD reports, administration of DBE/WBE program and Title VI procedures, third party contracts, and drug and alcohol testing.
9. The contract between GATRA and the Company will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and with all applicable federal laws, rules and regulations.

A. PROPOSAL CONTENT

Each proposal must be submitted fully including the Management response, cost proposal, and all State and Federal Certifications.

All proposals shall include at a minimum the following:

1. Signed cover letter on official business letterhead to include the following:
 - a. Name of company, address, name of contact person, and phone number.
 - b. Describe the company, including its staff size and location of offices.
 - c. The signature of an official authorized to bind the proposer to all of the RFP's provisions.
2. Narrative description of the important issues involved in the operation of these services. Include enough substantive discussion to demonstrate an understanding and comprehension of GATRA's scope of services and objectives and familiarity with applicable laws, FTA regulations, rules, etc. Also describe the company's experience in providing entities with management of transportation services. Provide any additional information that may be useful to GATRA in evaluating the qualifications of the company.
3. Proposals must provide information on the following: Customer Service, ADA, and Wheelchair Accessible Vehicle Request Trainings, Customer Service Policies for both dispatchers and drivers, Customer Complaint Process, Progressive Discipline Policy for Employee Infractions, Drug and Alcohol Policies, and Background Check Requirements.
4. Scope of Services, Approach and Schedule – Describe your approach for assuming operational control and implementing GATRA's Scope of Services as outlined in this RFP. Describe any optional services that the company may propose to provide. If such optional services are in addition to the fee quotation, indicate the basis for the charges.

5. Provide an organizational chart illustrating the proposed operations team to carry out the daily activities is to be included in the proposal. Names of personnel should be indicated on the chart and resumes provided, where applicable
6. Provide a list of at least three clients that may be contacted as references.
7. Cost Proposal, Exhibit 2, identifying the proposed hourly fee and any additional charges.

B. EVALUATION PROCESS

The proposals will be reviewed by the Authority's Administrator and staff. This panel will review the proposals, participate in any interviews, rank the list of companies and award the contract. The panel may recommend that the Authority negotiate with one or more companies, or that GATRA award a contract to a specific company.

The Authority reserves the right to request additional information from any proposer at any time during the evaluation and selection process.

The proposals will be evaluated using the following criteria:

1. Experience
 - a. Quality, extent and relevance of past and current project-related experience, education and training of proposed management personnel per the specifications contained in the RFP.
 - b. Quality, extent and relevance of current and prior relevant experience of the company in operating transportation systems.
 - c. Quality, extent and relevance of current and prior relevant experience of the company in transit vehicle maintenance and preventative maintenance planning.
 - d. Quality, extent and relevance of current and prior relevant experience of the company with FTA and State regulations and reporting requirements.
2. Quality of Proposal
 - a. Degree to which proposal reflects understanding and comprehension of the RFP's scope and objectives.
 - b. Quality of proposer's resources relative to the needs of the project and the RFP's specifications.
3. Scope of Services, Approach and Schedule
 - a. Acceptance of RFP's scope of services; acceptance of alternative scope of service work items.
 - b. Quality and appropriateness of approach for accomplishing objectives; initiative and creativity of proposer.
4. Technical Qualifications of the Company:
 - a. General qualifications of management team to operate service.
 - b. Reputation of the company as determined from client reference.
 - c. Experience with applicable Massachusetts transit/public safety/environmental laws and procedures.

- d. Financial integrity of the company
- 5. Cost Proposal Evaluation

All companies submitting proposals must recognize that the fees, terms and provisions of a final agreement with GATRA will be negotiated with the selected company. The selected company's proposal shall form the basis of those negotiations although GATRA reserves the right to negotiate over all aspects of the proposal.

If GATRA is unable to reach an agreement with the selected company, GATRA reserves the right to terminate negotiations and enter into negotiations with the next highest rated company selected.

C. CONTRACT NEGOTIATIONS

All proposals received from responsive proposers will be evaluated according to the Evaluation Criteria stated above. The Authority may make a selection based on the original proposals and interviews, without negotiation with any proposer.

If, as a result of the evaluation of the proposals, the Authority determines that more than one proposer is within a competitive range, it will negotiate with all proposers within the competitive range - that is, with all proposers that the Authority determines have a reasonable chance of being selected for award based on the professional and technical elements of their proposals and the results of the interviews.

Upon completion of the negotiations, the Administrator will make the final approval. A notice of award will be issued to the successful proposer. All other proposers will be notified of the outcome of the selection process.

D. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

Two (2) bound (3-ring binders, with section divider tabs) hard copies and one (1) digital copy of the proposal should be mailed or delivered to:

Francis J. Gay, Administrator
Greater Attleboro-Taunton Regional Transit Authority
10 Oak Street, 2nd Floor
Taunton, MA 02780

prior to 2:00 p.m. on Thursday, May 2, 2019. All proposals must be in a sealed envelope clearly marked "PROPOSAL TO OPERATE MICROTRANSIT TRANSPORTATION SERVICES IN THE MANSFIELD AND FOXBOROUGH AREAS". Proposals received after the above noted deadline will be rejected and returned unopened.

Issuance of the Request for Proposal does not commit the Authority to award a contract, to pay any costs incurred in preparation of the proposal, or to contract for services or supplies.

The Authority reserves the right to reject any and all proposals, in whole or in part, to waive any formalities, and to re-advertise or to discontinue this process without prejudice.

Attached to this proposal are the required compliance certifications, forms and regulations. All certifications and required forms must be submitted with each proposal. The certifications and required forms are listed below and are found in Exhibit 1:

Addendum Page
Completeness of Proposal
Statement of Proposer's Qualifications
Certification Regarding Debarment, Suspension, and other Responsibility Matters
Non-Collusion Affidavit
Requirement of Revenue Enforcement and Protection Program, Commonwealth of Massachusetts
Certification Regarding Lobbying
Equal Employment Opportunity Certification
Special Requirements and Conditions
Implementation of Clean Air Act
Implementation of Clean Water Act
Contractor's Certification Child Care Compliance
Schedule for Participation of Disadvantaged Business Enterprise
Disadvantaged Business Enterprise Letter of Intent
DBE Affidavit
Disadvantaged Business Enterprise Unavailable Certification

B. GATRA's Rights to Proposals

All proposals, upon submission to GATRA, shall become its property for use as deemed appropriate. By submitting a proposal, the proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. With regard to the proposals submitted, GATRA has the following rights and prerogatives:

- To accept or reject any or all proposals
- To correct any arithmetic errors in any or all proposals
- To change the proposal's due date upon appropriate notification to all potentially interested companies.
- To eliminate any mandatory RFP specifications that is found to be unmet by all proposers in the evaluation of received proposals
- To adopt any or all of a successful proposer's proposal
- To negotiate modifications to the scope, cost and contract terms and conditions with the selected proposer prior to contract award only if such is in the best interest of GATRA

- To disqualify an proposer from receiving the award if such proposer, or anyone in the proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts
- To revise/amend any provision of this RFP by written notification to all potentially interested companies, prior to proposal submission
- To eliminate any requirement that is found to be unmet by all proposers
- To make inquiries, by means it may choose, into the proposer's background or statements made in the proposal to determine the truth and accuracy of all statements made therein
- To select and award the contract to the proposer whose proposal represents the best value to GATRA
- To begin contract negotiations with the next highest best-value proposer(s) responsive to this RFP (should GATRA determine that the negotiations with the selected proposer will not result in a contract) without again requesting proposals
- To begin contract negotiations with the next highest best-value proposer(s) responsive to this RFP if GATRA terminates the awarded contract resulting from this RFP without again requesting proposals

C. Inquiries and Information

All questions concerning this solicitation must be directed only to Stacy Forte by email at sforte@gatra.org. The last date to submit questions for this solicitation is 5:00pm, Monday, April 29, 2019. Should a company be unable to communicate via e-mail, all questions must be submitted in writing and mailed or faxed to:

Greater Attleboro Taunton Regional
Transit Authority
10 Oak Street, 2nd Floor
Taunton, MA 02780
Attention: Stacy Forte
Fax: 508-824-3474

D. Protest Procedure

- a. Protests will only be accepted by GATRA from prospective bidders or proposers whose direct economic interest would be affected by the award of the contract or refusal to award a contract. GATRA will consider all such protests, whether submitted before or after the award of the contract. All protests must be in writing and conform to the following requirements:
 - i. Be concise and legally arranged.
 - ii. Provide name, address and telephone number of protestor.
 - iii. Identification of the solicitation or contract number.
 - iv. Provide a clear and detailed statement of the legal and factual grounds of the Protest including copies of all relevant documents.
 - v. A statement as to what relief is requested.

- b. A protest before the Bid/RFP opening addressing the adequacy of the Invitation of Bid, RFPs, including the pre-award procedure, the Instruction to Bidders, general terms and conditions, specifications and scope of work must be filed with GATRA not less than seven (7) full working days before bid opening. Thereafter, all issues and appeals are deemed waived by all interested parties.

Upon receipt of the written protest GATRA will determine if the bid/proposal opening should be postponed. If the bid/proposal opening is postponed, GATRA will immediately contact prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and the bid/proposal opening is postponed until a final decision is issued. Any appropriate addenda will be issued regarding a rescheduling of the bid opening. Any protest may be withdrawn at any time before GATRA has issued its decision.

- c. A protest of a decision of GATRA to award a contract to a prime contractor or a subcontractor must be received by GATRA within ten (10) full working days of its decision. This protest shall conform to the requirements of A above. Thereafter, such issues are deemed waived by all interested parties.

When a written protest against making of an award is received the award shall not be made until five (5) days after the matter is resolved. GATRA may, however, proceed to make an award if it determined that:

- i. The items to be produced are urgently requested; or
- ii. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- iii. Failure to make a prompt award may otherwise cause undue harm to GATRA, the Commonwealth of Massachusetts, or the Federal Government.

Complete Protest Procedures may be obtained from GATRA, 10 Oak Street 2nd Floor, Taunton, MA 02780, Tele: 508-823-8828, Ext. 273.

EXHIBIT 1

REQUIRED FEDERAL AND STATE REGULATIONS, COMPLIANCE CERTIFICATIONS, AND FORMS

Please note: All Forms and Certifications in this section must be completed and returned with Proposal

REQUIRED FEDERAL REGULATIONS

1. BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

2. FLY AMERICA REQUIREMENTS

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 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.

3. CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels – The CONTRACTOR agrees a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in preceding paragraph to the Division of national Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION REQUIREMENTS

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

5. CLEAN WATER REQUIREMENTS

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 GATRA and understands and agrees that GATRA will, in turn, report each violation as required to assure notification to the Federal

Transit Administration (FTA) and the appropriate Environmental Protection Agency Regional Office.

6. ACCESS TO RECORDS

- a. Where GATRA 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. 18.36li), the CONTRACTOR agrees to provide GATRA, 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 Agreement 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 programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where GATRA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 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.
- c. 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.
- d. 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 GATRA, 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)(11).

7. FEDERAL CHANGES (49 CRF Part 18)

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 Agreement (Form FTA MA (6) dated October, 1999) between BUYER 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.

8. CLEAN AIR

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 GATRA and understands and agrees that GATRA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

9. 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.

10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

GATRA 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 GATRA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and execution of the underlying contract. 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 certifications, 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.

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.

12. TERMINATION

Termination for Convenience: GATRA 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 associated with work performed up to time of termination. The CONTRACTOR shall promptly submit its termination claim to GATRA to be paid the CONTRACTOR.

Termination for Default (Construction) If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the 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, GATRA may

terminate this contract for default. GATRA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the Recipient 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 GATRA 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 GATRA 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 GATRA, acts of another CONTRACTOR in the performance of a contract with GATRA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the CONTRACTOR, with 10 days from the beginning of any delay, notifies GATRA in writing of the causes of delay. If in the judgment of GATRA, the delay is excusable, the time for completing the work shall be extended. The judgment of GATRA 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 GATRA.

Opportunity to Cure GATRA in its sole discretion may, in the case of a termination for breach of default, allow the CONTRACTOR thirty (30) days 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 GATRA'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 GATRA setting forth the nature of said breach or default. GATRA 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 GATRA from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that GATRA elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by GATRA shall not limit GATRA'S remedies for any succeeding breach of that or of any other term, covenant, or condition of 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 GATRA.

13. CIVIL RIGHTS REQUIREMENTS

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.

Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract.

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 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 et seq., (which implement 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.

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.

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.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.

Access Requirements for Persons with Disabilities The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The CONTRACTOR also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that

accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which required that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. 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.

14. BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the GATRA 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 GATRA 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 GATRA Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

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 his 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.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between GATRA 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 Commonwealth of Massachusetts.

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 GATRA or the 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.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Policy: It is the policy of the Department of Transportation that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. It is GATRA policy to encourage maximum participation of DBEs in FTA assisted programs and contracts.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION 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, dated June 19, 2003, 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 GATRA requests, which would cause GATRA to be in violation of the FTA terms and conditions.

16. NOTIFICATION OF FEDERAL PARTICIPATION

The Federal assistance to be used in this contract is 80% of the total contract amount.

17. METRIC SYSTEM

As required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205 *et seq.* Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to Section 102 (Overtime)

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 therefore 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** - GATRA shall upon its own action or upon written request of any 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 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.

5. **Payrolls and basic records** - *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 is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing 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.

Pursuant to Section 107 OSHA)

Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii)**Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishings of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis., Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor". The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

19. Copeland Anti-Kickback Act

3.1 of the Copeland Act makes it clear that the purpose of the Act is to assist to “the enforcement of the minimum wage provisions of the Davis-Bacon Act.” In keeping with this intent DOL has included a section on the Copeland Act in the mandatory language of the Davis-Bacon provisions. The language can be found at § 5.5(a)(5) of the Davis-Bacon model clauses and reads as follows:

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

20. DAVIS-BACON ACT

- a. Minimum Wages - (i) All laborers and mechanics employed or working upon 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), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bond fide fringe benefits under section 1(b)(2) of the David-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraphs (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer with the 30-day period that additional time is necessary.
 - d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- b. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator,

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Proposal documents (give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered not responsive to the invitation, which would require rejection of the Proposal.

Signature

Title

Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

COMPLETENESS OF BID/PROPOSAL

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments submitted by the Greater Attleboro-Taunton Regional Transit Authority and that I have fully complied with all provisions of same.

I further certify and represent that any omission or deviation from these documents may or will, at the sole discretion of GATRA, render this proposal unresponsive and ineligible for further consideration in this process.

Company _____ Signature _____

Address _____ Name _____

_____ Title _____

Telephone # _____ Date _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered. The date given must be clear and comprehensive. This statement must be notarized.

1. Name of Proposer: _____

2. Business Address: _____

3. When Organized: _____

4. Where Incorporated: _____

5. How many years has your firm been engaged in this business under its present name?: _____

6. Have you ever refused to sign a contract at your original proposal or proposed price?: _____

7. Have you ever defaulted on a contract: _____

8. Will you, upon request furnish any other information (appropriate to this solicitation) that the Authority may require?: _____

9. The undersigned hereby authorizes requests of any appropriate person to furnish any information requested by GATRA in verification of the recitals comprising this Statement of Proposer's Qualifications.

Signed by: Name and Title

DATE: _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY (GATRA)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GATRA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to GATRA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact GATRA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by GATRA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, GATRA may pursue available remedies including suspension and/or debarment.

By _____
Name
_____ Title
_____ Company _____ Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn,

deposes and says that he/she is _____

(a partner or officer of the firm of)

and that the party made the foregoing PROPOSAL/BID; and that such proposal is genuine and not collusive or sham; that said proposer/bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, bidder or person, to put in a sham proposal/bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or reference, with overhead, profit or cost element of said proposal price, or of that of any other proposer/bidder, or to secure any advantage against the Authority or any person interested in the proposed Contract; and that all statements in said Proposal/Bid are true and correct to the best of his/her knowledge.

Signature of:

Name if the proposer/bidder is an individual

Partner if the proposer/bidder is a partnership

Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

_____ day of _____ 20____

Signature – Notary Public

My Commission expires _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
CERTIFICATE
REQUIREMENT OF REVENUE ENFORCEMENT AND PROTECTION PROGRAM
COMMONWEALTH OF MASSACHUSETTS

In accordance with the provisions of the Revenue Enforcement and Protection Program and the requirements thereunder as enacted by Sections 35 and 36 of Chapter 233 of the Acts and Resolves of 1983 GATRA must obtain an attestation from a provider of goods or services that said provider is in compliance with all laws of the Commonwealth relating to taxes.

According to the law any person or company failing to execute the attestation clause shall not be allowed to obtain a contract.

NOTE: Any questions concerning the law or its implementation may be directed to the Massachusetts Department of Revenue, Leverett Saltonstall Bldg., 100 Cambridge Street, Boston, Massachusetts 02204, TELEPHONE: (617) 727-4201.

REQUIRED ATTESTATION CLAUSE

Pursuant to M.G.L. Ch. 62C, Section 49A I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

**Social Security Number of
Federal Identification No.

*Signature of Individual or
Corporate Name

By _____
Corporate Officer (If Applicable)

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

**Your Social Security number may be furnished to the Massachusetts Dept. 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.C62cs.49a.

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Undersigned 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 any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, renewal, continuation, 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 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1000 and not more than \$100,000 to reach such failure.

Signature

Title

Date

Organization/Company

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

CERTIFICATE

EQUAL EMPLOYMENT OPPORTUNITY

The _____ certifies that it is
Name: Company, Partnership, or individual

in conformance with all applicable federal and state equal employment opportunity laws and regulations and that it does not discriminate in any of its employment practices on the basis of race, color, religion, national origin, age, sex, handicap or marital status.

Date _____ By _____

Title _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
SPECIAL REQUIREMENTS AND CONDITIONS

I herein certify that I have read and comply with all requirements included in this INVITATION FOR BID/REQUEST FOR PROPOSAL. I further understand that any contract arising out of this BID/RFP is subject to assistance from the Federal Transit Administration (FTA) and the Greater Attleboro-Taunton Regional Transit Authority (GATRA). I further understand that any contract arising out of this BID/RFP includes the Advertisement for BIDS/PROPOSALS; the BID/PROPOSAL Document; and the Bidder's/Proposer's responses to the BID/RFP. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the bid documents will be complied with.

FIRM

SIGNATURE

ADDRESS

NAME

TITLE

TELEPHONE NO.

DATE

CERTIFICATE

IMPLEMENTATION OF CLEAN AIR ACT

By signing this Bid/Proposal, the Bidder/Proposer will be deemed to have stipulated as follows:

1. That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L 91-604), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 15.20.

2. That the Greater Attleboro-Taunton Regional Transit Authority will be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

DATE

COMPANY

SIGNATURE

TITLE

CERTIFICATE

IMPLEMENTATION OF CLEAN WATER REQUIREMENTS

By signing this Bid/Proposal, the Bidder/Proposer will be deemed to have stipulated as follows:

1. The Bidder/Proposer 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 Bidder/Proposer 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 Bidder/Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date

Company

Signature

Title

MEMO

TO: All Service Providers

FROM: Francis J. Gay, Administrator

DATE: August 13, 1992

SUBJECT: CHAPTER 521 IMPLEMENTATION

Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, seeks to improve the accessibility and affordability of child care for working parents.

To that end, Section 7 of the Acts specifies that, on or after July 1, 1992, no contract for goods or services of any type shall be awarded by the Commonwealth or any state authority to an employer having fifty or more full-time employees unless such employer offers its employees child care tuition assistance, on-site or near site subsidized child care placements or a "Dependent Care Assistance Program (DECAP)" established pursuant to Section 125 or 129 of the Federal Internal Revenue Code. The statute makes an explicit exception for cases of "Special Emergency" certified by the Secretary for Administration and finance to involve the health or safety of persons or property.

The Executive Office of Health and Human Services' Office for Children has promulgated regulation 162 CMR 12.000 which specifies the standards and procedures for compliance with c.521. Attached is a copy of the circular 102 CMR 12.00; MINIMUM STANDARDS FOR CHILD CARE TUITION ASSISTANCE AND ON-SITE OR NEAR SITE SUBSIDIZED CHILD CARE PLACEMENTS and a copy of the SPECIAL EMERGENCY CERTIFICATION.

Please review the enclosed material to determine how your company may be affected. If you company is in compliance with said regulation, please sign the CONTRACTOR'S CERTIFICATION and return it to the Authority along with a copy of what your company offers its employees. If your company feels that it qualifies for special emergency, please complete the certificate and return it to the Authority. A failure to comply with the requirements of c.521 may disqualify your company from doing business with the Authority and/or the Commonwealth of Massachusetts.

**COMMONWEALTH OF MASSACHUSETTS
IMPORTANT NOTICE TO ALL VENDORS AND CONTRACTORS**

Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, seeks to improve the accessibility and affordability of child care for working parents.

Specifically, Section 7 of the Act specifies that, on or after July 1, 1992, no contract for goods or services of any type shall be awarded by the Commonwealth or any state authority to an employer having fifty or more employees unless such employer is a qualified employer, or offers its employees child care tuition assistance, on-site or near-site subsidized child care placements or a "Dependent Care Assistance Program" (DCAP) established pursuant to Section 125 or 129 of the federal Internal Revenue code, except in cases of special emergency certified by the Secretary for Administration and Finance to involve the health or safety of persons or property.

The purpose of this notice is to give all of the Commonwealth's current and prospective vendors and contractors timely notice of the requirements of c. 521.

The Executive Office of Health and Human Services, Office for Children has promulgated regulation 102 CMR 12.00 which specifies the standards and procedures for compliance with c. 521. Note that, for many employers, a DCAP will be the most economical and administratively convenient means of complying with the requirements of c. 521. Indeed, owing to the federal tax treatment of DCAPs, implementation of a DCAP may modestly reduce your overall cost of doing business. We urge you to familiarize yourself with these regulations which are available from the State Bookstore.

A Contractor Certification of Compliance will be incorporated in all Commonwealth contracts for the purchase of goods and services awarded on or after July 1, 1992. Failure to comply with the provisions of c. 521 or to make the required certification may cause your company to be disqualified from doing business with the Commonwealth.

Should you have any questions, please contact your procurement department's contract office or phone Donna Bonigli at the Department of Procurement and General Services (617) 727-7500 ext. 216.

**CONTRACTORS CERTIFICATION
CHILD CARE COMPLIANCE**

_____ (the Contractor) hereby certifies that it is in compliance with Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations, 102 CMR 12.00 promulgated pursuant thereto.

_____ There is a program for child care in compliance with these regulations.

_____ There are fewer than 50 full-time people employed in this company.

Name of Firm

Signature

Name and Title (Please print or type)

Date

**EXHIBIT 2
PRICE PROPOSAL FORM**

TO: Greater Attleboro-Taunton Regional Transit Authority (GATRA)
10 Oak Street, 2nd Floor
Taunton, MA 02780

The undersigned hereby offers and agrees to furnish the following service in accordance with the specifications on file at the office of the Administrator of the Greater Attleboro-Taunton Regional Transit Authority (GATRA), 10 Oak Street 2nd Floor, Taunton, MA 02780, copies which are attached hereto.

COST PER HOUR/PER VEHICLE TO OPERATE
MICROTRANSIT SERVICES USING GATRA VEHICLES \$ _____
Per hour/Per vehicle

COST PER HOUR/PER VEHICLE TO OPERATE
MICROTRANSIT SERVICES USING OWNED VEHICLES \$ _____
Per hour/Per vehicle

The undersigned further agrees to supply any evidence or certificate of its existence, good standing or authorization to make this proposal or enter into any contract resulting therefrom reasonably requested by GATRA and that its failure to supply the same shall render this proposal unresponsive.

The undersigned understands and agrees that if the proposal is made conditional in any way, or is other than an unequivocal offer to furnish the service, GATRA may regard the same as unresponsive, if, in its sole discretion, deems it is its best interest to do so. The undersigned agrees that all required company information and garaging location have been addressed in accordance with the required information to be submitted as part of the proposal.

NAME OF COMPANY _____

ADDRESS OF COMPANY _____

AUTHORIZED SIGNATURE _____

DATE _____

EXHIBIT 3

TRANSLOC INFORMATION

EXHIBIT 4

SERVICE MAP

COMPANY PROFILE

For the past fourteen years TransLoc has been a market leader in deploying innovative transit technology across North America. In early 2018 TransLoc was acquired by Ford Smart Mobility to continue our joint mission of delivering the ultimate rider experience through powerful transportation innovations. Our innovative microtransit software suite evolves in lockstep with changes the transit industry has faced including, most recently, the prevalence of TNCs changing the way people use public transportation. It is clear that a new business model for transportation is necessary to not just keep up with TNCs, but to far exceed the expectations of passengers and transit agencies alike.

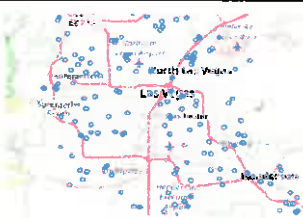
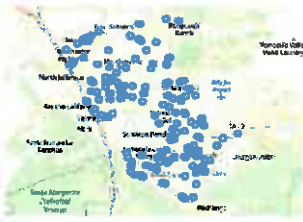



Our drive to make transportation the first choice for all has led to several awards including being recognized as one of the Most Innovative Companies in Transportation by the Fast Company in February of 2017. We are currently the only company in the industry that has been built to help transit agencies adopt this new business model where agencies are the owners of their own microtransit solution. Our mission is to give you the tools necessary to thrive in the changing transportation space. We accomplish this by providing the most advanced and flexible cloud based microtransit software system paired with high touch consulting and support. Your agency will be assigned a dedicated project implementation team focused on providing customer support, project planning expertise, turnkey software setup, training, and marketing guidance.



MICROTRANSIT OVERVIEW

WHAT DO I GET WITH TRANSLOC'S MICROTRANSIT SOLUTION?

Below are just a few of the critical features that make our microtransit solution the best in the industry:

	<p>Microtransit Simulation: As your partner, we do as much of the preliminary work as possible. This involves the only microtransit simulator available in the market. We work closely with agencies to create a simulation model tailor-made for your city that will provide key indicators and a roadmap on how to deploy microtransit successfully.</p>
	<p>Low Risk Transit Planning: TransLoc's Simulator identifies key variables such as the number of vehicles, the number of rides, and origins/destinations. It also identifies desired service outcomes from increasing ridership to decreasing cost. The output helps agencies better understand the potential value of implementing microtransit.</p>
	<p>Passenger Facing Mobile Application: Through the Microtransit app, anyone can deploy existing microtransit services offered by your agency either in real time or by booking in advance. Riders will be able to tell the service area in which they can book a ride, the cost, and the estimated arrival time of the vehicle all through the app.</p>
	<p>Dispatch 2.0: Our cloud-based automated dispatcher dynamically matches agency resources with rider needs for more efficient, flexible transit service with less operational burden. We allow you to set up specific criteria for riders with accessibility needs so that dispatchers do not need to input the criteria each time the rider requests a ride.</p>
	<p>Key Reports and Insights: TransLoc has the only solution that provides insights into true rider origin and destination. We continuously provide improvements through real data and 12 individual reports to allow agencies to see reports and key metrics that many ride-sharing solutions do not share. As your partner, we are transparent with the data to ensure you can continue to improve your transit system.</p>

THE MISSION

The implementation team’s mission is to assist our partnering agencies by creating a microtransit strategy and executing a plan that allows you to provide a new mode of transportation. Our approach is unique because we collaborate with our current customers from the inside out. We start by assessing the problems that you are facing, learning about the members of your community that you are trying to help, and taking a holistic approach to problem solving. Our team of transit operation experts, data scientists, system implementation experts, marketing consultants and customer service specialists are ready to bring your agency microtransit as a way to make mobility a first choice for all.

“Successful transit project deployments are a result of a collaboration between your agency’s team of transit experts and our team of microtransit experts. Our team is not just a generalized group of transit consultants, but a specialized group of microtransit experts.”

- Rochelle Parent, Pilot Implementation Team Lead

THE PROJECT MANAGEMENT

Our project management practices for pilot implementations are continuously being iterated on. We believe in a flexible project management approach that allows our core practices to be adapted to best fit your needs.

We identify the following key elements at the beginning of your pilot:

KEY ELEMENTS
A detailed scope of work finalizing all system nuances, objectives, and current difficulties.
Qualitative metrics for success to use as goals for a successful pilot.
Total understanding and agreement from your stakeholders about this project’s objective and process.

After we have fully digested these variables, the team will present their project management plan. The plan demonstrates how we will configure your system, and when training will occur it will define any and all system testing and test periods, and what steps you would like to take around your pilot launch. The team then launches your pilot and immediately begins tracking and managing all metrics associated with the project. Feedback from both sides will work as a critical tool in understanding next steps and what adjustments need to be made. Towards the end of your pilot, your team will help you configure the most logical next steps for your agency’s microtransit system. These steps can range from an extended or altered pilot period to a full deployment of microtransit in your area.

THE IMPLEMENTATION

Your pilot begins with a well-versed implementation process constructed by the team’s microtransit engineer, JT. The process begins immediately with a kick-off meeting to confirm your objectives for the microtransit pilot. A system information sheet will be sent to your agency so that JT can understand the nuances and technicalities of your system. Upon the submission of your system information sheet, he builds your microtransit service within our OnDemand system and carefully checks each data point for accuracy. Once your system is built and accepted by you for deployment, JT will conduct a series of training sessions to bring excitement and experience to your agency. Our all-encompassing training covers everything in the TransLoc MicroTransit product including the rider-facing side, the driver system, dispatcher functions, and the administrative dashboard. After the training sessions are completed and your agency is confident and ready for the deployment of your new system, a two week testing period is offered. This testing period is entirely optional. Your agency is free to go live following your training sessions. To go live, JT simply activates your new service remotely and notifies your agency. Upon deployment, you can start utilizing your new service and experience how microtransit can change the way people move.

USING MICROTRANSIT

How Your Stakeholders Will Use Microtransit

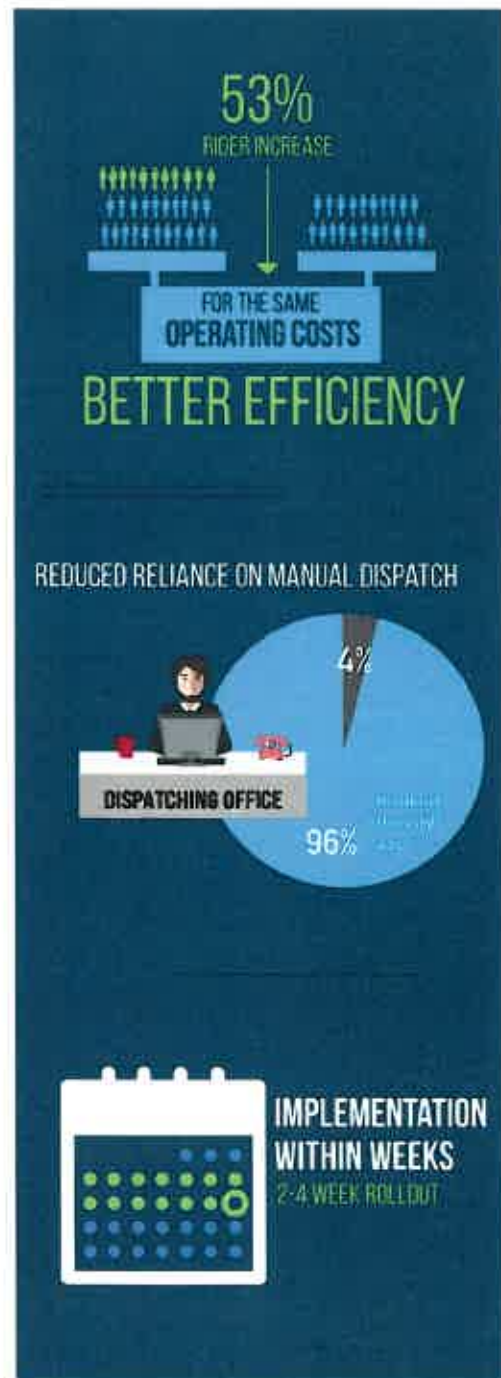
Your agency's administrators, drivers, dispatchers, and riders will all utilize microtransit in a unique way for each of their roles. We seek to provide the most user-friendly solution for all of your stakeholders, making microtransit as great of an experience for your agency as it is for your riders. We will walk you through the simplicity of the system and how it will be used by the different users each day.

MICROTRANSIT DAILY OPERATIONS

Each morning when your agency opens and your microtransit service for the day begins, drivers can pick up their Apple iPads and place them in their vehicles. After a driver powers on the device and logs into the simple sign-on screen, your service will be up and ready to take ride requests. Rides will be booked by riders or manually by dispatchers or drivers. The rides are then automatically scheduled and assigned to your drivers to utilize the least vehicle miles traveled and rider wait times. Once your drivers receive the ride requests, they will be given turn-by-turn directions to pick up their riders. Drivers will only be required to confirm pick ups and drop offs through the tablet, so they can focus on the road and safely follow the given directions. Meanwhile, your dispatchers can monitor your service and run valuable reports from our user-friendly back-end software. Reporting will be recorded from every ride and available for review 24 hours after collection.

Your dispatchers can manually add rides to the system when riders call to schedule a ride. Additionally, your drivers can input new rides when they pick up riders from one of your designated pickup locations.

At the end of the day, drivers can simply sign off of their devices to end a vehicle's microtransit service. Devices can be moved from one vehicle to another, at any time, to adjust your service.



MICROTRANSIT FOR YOUR RIDERS

Microtransit works to serve all of your riders in the most effective way possible. Riders across your system will be able to leverage microtransit make public transit work for them.

Riders within your microtransit zones will be able to request a ride through whichever mode is the most convenient for them. A rider can book a ride on a web page and receive SMS updates about their ride's status, through the TransLoc Microtransit mobile application, by calling the dispatch office and manually booking a ride over the phone, or by simply hailing a microtransit vehicle at one of your designated pickup locations and booking their ride when they board. When a Rider books a rider through the app, your agency's service zone will be displayed to them on a map. Riders will have the ability to request vehicles with wheelchair access when booking a ride. Your agency has the option to set up credentials for riders with specific accessibility needs to ensure their rides are properly met by the service.

Your riders will be able to utilize the service to take microtransit directly to where they need to go to, or to a fixed-route bus stop to continue their journey. Riders can book a microtransit ride either in real time or in advance. Estimated arrival times and ride updates will be accessible to your riders through the app, web, or SMS so they can plan their journey accordingly. Riders are shown their vehicle's route to them in real time once they are the next pick up for a vehicle. This ensures the privacy of other riders who have already been picked up by the same vehicle.

Your riders also have the ability to pay in a way that is convenient for them. Riders can pay online when booking a ride, through the mobile app, when they are boarding the vehicle, or you can waive the fare for a rider entirely. Banked riders can pay with any major debit or credit card, but the software also houses solutions for unbanked riders. Unbanked riders can pay with a preloaded card or on the vehicle with cash if authorized. Your riders will be charged the fare set by you, but dispatchers will have the ability to manually change or waive fares.



Requesting a ride with TransLoc's MicroTransit.

SOFTWARE FUNCTIONALITY

DRIVER INSTRUCTIONS

Drivers receive turn-by-turn instructions when picking up and dropping off your riders. The rides are automatically scheduled and displayed to your drivers' iPads one at a time. Each time a driver completes one microtransit ride another set of directions will begin to navigate him or her to the next pick up or drop off location.

DISPATCHER DISPLAY SCREEN

Your dispatchers will have access to an easy-to-use display where all of your vehicles are tracked in real time. Dispatchers will be able to watch all ongoing trips on one screen. The microtransit dispatcher display keeps everything needed for tracking your rides concentrated to one screen for your convenience.

CUSTOMIZED SERVICE FOR DISABLED RIDERS

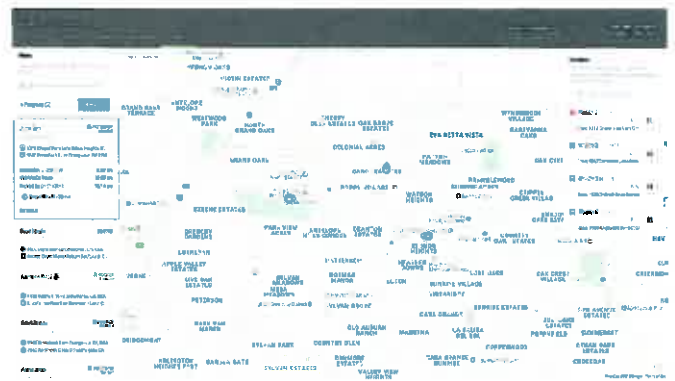
Our solution can support an unlimited number of vehicles and offers a variety of customizable services for riders with different needs. Riders that request wheelchair accessible rides will only be shown vehicles that can support those rides with a baked-in extra few minutes for the wait estimate to accommodate boarding time. Your agency can also set certain credentials for different rides and only allow a select group of riders to access those rides through their accounts.

ACTIVATING AND DISABLING SERVICES

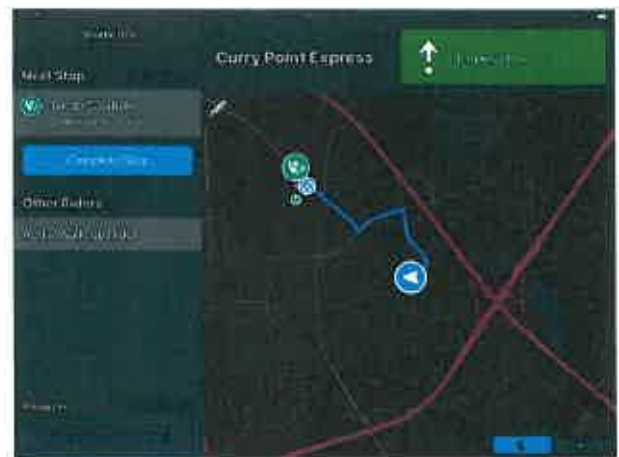
Your agency will have the ability to choose when and where services are available by location and by specific dates and times. TransLoc will work with you and any partners to setup these parameters in the system. Our solution is flexible enough for these parameters to be changed by our technical support team in the future should your agency need to add or remove times and areas from their designated service. Your agency will also have the ability to make changes to your service.

ON DEMAND ZONES

Your agency can set pick-up locations for your service anywhere within your chosen geo-fenced location. Set locations can include neighborhoods, apartment complexes, employment clusters, entertainment locations, and other lower density areas where your fixed-route services are not offered. The solution can also be used 24/7, so the service can be utilized as late as the dispatcher operates vehicles. You can set as many zones as your agency is prepared to service.



A screenshot of the service dispatch page (displayed in real time)



Driver directions on an iPad to complete a pick up.

TECHNICAL SPECIFICATIONS

DETAILED REPORTING

Putting the data in the hands of the agency is a critical piece of a successful microtransit system. Your administrators will be able to access all of the system's reports in real time with our transformative technology platform. A day's data is stored on TransLoc's servers every 24 hours so that you will always be looking at the most up-to-date reports. We have created 12 reports based on the needs of agencies running on microtransit. The data ensures that your agency will have valuable back-end data that many TNC and demand-response providers often do not share.

Our Microtransit solution offers the following reports for your utilization:

MICROTRANSIT REPORTS	
Total Passengers	Total passengers for completed rides by day
Rides by Status	Rides broken-down by status (complete, canceled, or no show)
Rides by Source	Rides broken down by source (i.e. how the ride was scheduled) (dispatcher, driver, or rider)
Wait Time	Average wait time from ride request to pickup by day
Ride Duration	Average time from pickup to dropoff (average rider time per trip)
Hourly Rides	Rides completed per hour for the past 30 days

MICROTRANSIT REPORTS	
Combined Vehicle Mileage	Total daily mileage for all vehicles for the past 30 days
Individual Vehicle Mileage	Number of vehicles in use and total vehicle hours
Top Origins	Listing of the top origin locations, with counts, over the past 30 days
Top Destinations	Listing of the top destination locations, with counts, over the past 30 days
Top O/D Pairs	Listing of the top origin / destination location pairs, with counts, over the past 30 days
Fare Payment	Number of paid rides and total fare charged. Shows if rider paid by Stripe, on the vehicle, or if the fee was waived.

EXPORTING AND VIEWING REPORTS

All of the reports can be viewed from a specified date range by the administrator, in the form of a graph, and exported as a .csv file for your convenience. The reports are downloadable at any time, and the downloaded reports are yours to keep and utilize at will. These reports will be the key to not only understanding how your system functions in the short term, but how to improve it for efficiency and cost-effectiveness in the long term.

Rides by Status

This report shows the total number of rides by status by day.

From 11/20/17 to 12/20/17



FARE PAYMENT

Administrators will have the ability to set the desired fare for your microtransit system via our Stripe integration. TransLoc has embedded Stripe's card payment interface into our MicroTransit solution's applications, but fare payment must be set-up and enabled by you. TransLoc allows fares to be set for each service defined in the MicroTransit solution Stripe requires a minimum fee of \$1 (one USD) be charged for each transaction. TransLoc and Stripe each take a small fee of the credit card fare collected from riders, based on the amount charged. TransLoc's fee is 3%, and the Stripe fee, Stripe terms of service, and Stripe in-depth reports are available through Stripe's website.

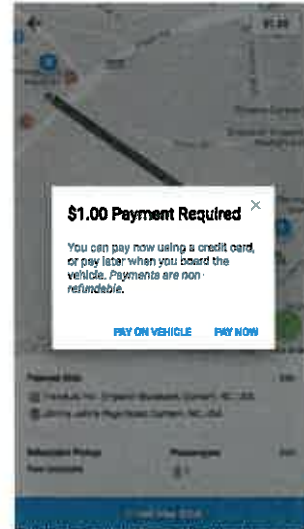
Dispatchers can request rides, and accept riders' card information for fare payment, on behalf of riders. Dispatchers can also waive fares for riders when requesting a ride. Admins have the ability to set the fare amount (in USD), in addition to the abilities of a dispatcher. Drivers will be notified which riders have already paid a fare and which riders owe when the riders are picked up. When picking up riders, drivers cannot waive fares for those who have not yet paid.

Admins and dispatchers can view a simplified fare payment report that shows specific payment information and how a rider paid.

FLEXIBLE TRIP BOOKING METHODS

TransLoc's microtransit solution is accessible by web browsers, web-enabled mobile devices, and through our mobile app. Your riders can choose to book their trip by pulling up the web URL on their web-enabled device or mobile phones or through the mobile application.

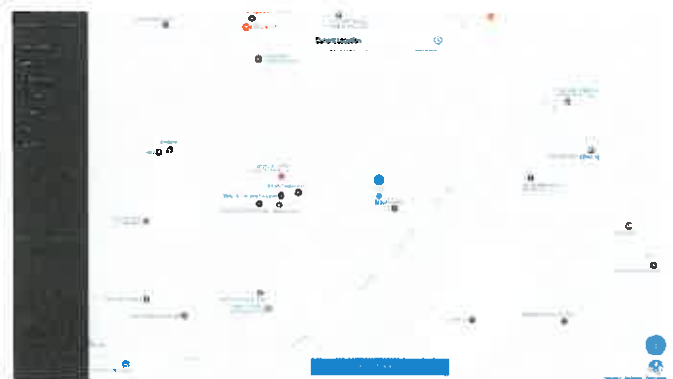
Riders who do not have a smartphone or internet access can book a ride by calling your dispatch office. Your dispatchers can manually enter any rider into the system and collect fare payments over the phone. Riders can also hail a microtransit vehicle at designated locations and submit a ride as they walk on the vehicle with the driver.



Fare payment total shown at the bottom of a ride request.



Home screen of the Microtransit mobile app



Booking a ride online through ondemand.transloc.com

EXHIBIT 4

