



*****ADDENDUM TWO*****

REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGEMENT SERVICES FOR BOTH FIXED ROUTE AND DEMAND RESPONSE SERVICES and OPERATION OF MICROTRANSIT SERVICES June 18, 2026

The following are answers to questions raised via email by potential proposers. Attached are requested documents.

1. Does GATRA approve of using its logo in the bid response?
 - Yes.
2. Please confirm that electronic signatures are acceptable on all forms and the cover letter.
 - Yes.
3. Is GATRA willing to name the awarded proposer as an additional insured on the auto and property policies of coverage they provide?
 - Yes.
4. What are the required limits of coverage the awarded proposer is expected to provide with respect to worker's compensation and commercial general liability?
 - GATRA does not have a required limit for these coverages, however we expect the company to comply with all insurance standards and regulations for the industry.
5. If applicable, what are the limits of auto coverage the awarded proposer is expected to provide for vehicles, other than those owned by GATRA, utilized to operate this service?
 - GATRA owns and insures all vehicles used for service under this contract.
6. Please confirm the maximum file size accepted by GATRA's email system.
 - 35MB
7. Please confirm proposers may submit proposals via email using a secure link such as Dropbox.
 - Yes.
8. For the facilities provided, will GATRA provide a list of tooling that is included at each facility?
 - GATRA cannot provide this list, however it has all tools and equipment required to maintain its vehicles and facilities. Any other items required would be covered by GATRA as this is a pass-through contract.
9. Please provide current PM scheduling for the fleets for each service.
 - Please see attached maintenance program (Attachment 1).
10. Can bidders propose the same General Manager for both services?

- This would be allowed.
11. Please provide details, including maps, if available, that outline each zone covered in the Microtransit service.
 - Please see attached maps (Attachment 2).
 12. On the provided fleet list form in Addendum 1, please provide clarity on the numbers supplied under the “Condition” column, including what each number represents, how many numbers are in the scale, etc.
 - GATRA utilizes FTA’s TERM Scale for condition ratings – 5 (Excellent), 4 (Good), 3 (Adequate), 2 (Marginal), 1 (Poor). Further explanation can be found on the FTA website.
 13. Will GATRA include provision that provides for price adjustments if Contractor’s costs increase or revenues decrease as a result of (i) changes to the scope of work / service hours requested by GATRA, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party. Contractor needs price protection for changes requested by GATRA, or matters that were not contemplated at the time of Contractor’s proposal.
 - The management contract will be a pass-through contract with a management fee. The budget for the services will be discussed yearly with the Administrator and staff. The per hour/per vehicle contract for microtransit would be able to be adjusted only if changes are made by GATRA or extraordinary circumstances arise. Proposers should take into account current wages for similar jobs in the area as well as inflation when determining rates.
 14. Will GATRA include Contractor’s vehicle acceptance standards as the applicable standard against which all vehicles will be inspected, and include the Contractor’s vehicle acceptance agreement as an exhibit to the Agreement? Additionally, will GATRA include that GATRA will be responsible for the cost of major repairs needed during the first 180 days after Contractor begins service under the Agreement? Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain.
 - GATRA will continue to own all the vehicles needed to operate the service. Any major maintenance costs would be a pass-through cost. Proposers should only factor in routine maintenance into the per hour/per vehicle rate on the microtransit contract.
 15. Will GATRA include a provision to make it clear that Contractor is not responsible for any facility repairs or environmental issues or releases of hazardous materials existing on or prior to the Contractor’s occupancy of GATRA’s facilities, or caused by any party other than Contractor? The contractor should not be responsible for existing issues or issues caused by other parties.

- GATRA owns and is responsible for all facilities needed to operate its fixed route and dial-a-ride services. Any facility proposed to house/maintain the microtransit vehicles would be the proposer's responsibility.
16. Will GATRA include force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes or disputes, terrorism, etc.)? Contractor should be excused from performance under the contract for circumstances beyond Contractor's control.
- This is included in GATRA's contracts.
17. Will GATRA include provision requiring GATRA to indemnify Contractor for any and all benefits plans liabilities, including, without limitation, any pension or retirement plan liabilities (including withdrawal liabilities)? Contractor shall not be responsible for benefit plan liabilities.
- GATRA is not a party to or responsible for any benefit liability. This would be the sole responsibility of the Contractor.
18. This section (III. Scope of Services, C., General Requirements of the Successful Bidder) states: GATRA shall be responsible for insurance coverage on GATRA owned vehicles utilized to operate the services as described above as well as coverage for buildings and equipment owned by GATRA for the operation of these services. Will GATRA include contract provision requiring GATRA (i) to name Contractor as an additional insured under AL/GL and property insurance policies, and (ii) defend and indemnify Contractor for all claims related to the operation of the fixed route transit and demand response services (including claims involving property damage, injury, or death to persons arising from accidents)? GATRA is responsible for all costs of the fixed route transit and demand response services.
- This language is included in the contract.
19. This section states: The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. Will GATRA revise to provide for at least 60 days' notice of termination and payment of Contractor's reasonable close-out costs? Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).
- Federal Clauses cannot be edited. Potential to add termination timeline to contract- to be negotiated with successful bidder.
20. Please confirm if proposers should have a business license for each facility involved in the GATRA services, i.e., main facility and park-out facilities, or if one will suffice for the main facility.
- GATRA has no requirement on this except that the Contractor follows all state and local laws and regulations.
21. Will GATRA provide initial training for the software platforms (e.g., Navineo, Spare) being used for these services, or will the Contractor be responsible for securing any required training?
- GATRA staff as well as software contractors will provide initial training as well as any ongoing training necessary.

22. For clarification, please confirm GATRA will be financially responsible for replacing the hardware (APCs and Navineo AVL/GPS-related equipment) for the 36 fixed-route vehicles once that equipment reaches the end of its useful life. If the Contractor is responsible for these replacements, please provide a detailed list of all hardware currently installed in the vehicles, including the make, model, and age of each component.
- GATRA is responsible for replacing all hardware related to these components.
23. Please identify any issues GATRA has encountered with the Navineo AVL/GPS platform.
- GATRA does not have any notable issues with this software.
24. For clarification, please confirm GATRA will provide the in-vehicle technology (e.g., tablets, mounts, cellular data plans) required to support the Spare software for the Dial-A-Ride and Microtransit services. Additionally, please confirm GATRA will be responsible for replacing this equipment should it reach the end of its useful life during the contract term.
- GATRA provides all hardware/software needed to operate the service.
25. Please identify any issues GATRA has encountered with the Spare platform.
- GATRA does not have any notable issues with this software.
26. Please identify any technology (hardware and/or software) the Contractor is required to provide for GATRA's transit services.
- GATRA does not require any technology to be provided by the Contractor.
27. Is GATRA open to having maintenance performed for the microtransit service under the Transit Management maintenance contract? If so, please confirm what maintenance costs that contractors should include in the microtransit service costs.
- Routine maintenance will need to be provided under the microtransit contract.
28. Is the current contractor open to selling or transferring the Sub Corporation to a new provider? If so, would GATRA be open to allowing contractors to pass that cost through to GATRA?
- We are unsure if the current contractor would be open to selling or transferring the sub corporation. Any costs incurred to set up a sub corporation would be the successful Contractor's responsibility.
29. Please provide the definition of 'revenue hours,' including whether deadhead, staging, or non-revenue time is included.
- Revenue hours are defined by NTD as the time the vehicle is available for revenue service. This would not include any deadhead or staging. However, it may include time when there are no passengers on board.
30. Please confirm the contractor invoice payment terms (e.g., net 30 days from receipt and approval).
- This is correct.
31. Please provide a copy of the current contract (including all amendments), current rates, and invoices for the most recent 12-month period.
- Current contracts are attached (Attachment 3). GATRA will not be providing billing as the information provided in these invoices can be found in other information provided.

32. Please confirm whether there are any outstanding 49 USC 5333(b) (13c) obligations that would transfer to the contractor.
- There are none at this time.
33. Please confirm, for the Microtransit service, the responsibility for sourcing, provisioning, and ongoing costs associated with operational equipment (e.g., GPS/AVL, radios, uniforms, communication systems, bus wraps).
- GATRA provides all items needed for the vehicles. The Contractor would be responsible for uniforms and general office needs, such as but not limited to: office furniture, computers, phone systems, etc.
34. Please provide, for the Microtransit service, three (3) years of historical service data, including revenue hours (by day type), deadhead hours, service miles, trips by service type, daily pullouts, peak vehicles, and any significant seasonal fluctuations.
- See attached chart of hours (revenue/total), miles (revenue/total), ridership, and peak vehicle usage by month (Attachment 4).
35. Please provide detailed revenue hour projections for the Microtransit service by day type (weekday, Saturday, Sunday).
- Please see Attachment 4.
36. Will GATRA consider a pricing adjustment mechanism for the Microtransit service if actual service hours vary by $\pm 10\%$ or more from projected levels?
- The microtransit contract will be billed at a rate per hour/per vehicle cost. If service levels are increased the Contractor would invoice for those hours.
37. Please confirm whether vehicles and training facilities (e.g., classrooms, equipment) will be made available for contractor use during the startup and training period.
- This would be provided.
38. May startup costs be proposed separately from the Year 1 operating rate? If so, please confirm whether such costs are reimbursable and the timing of reimbursement.
- Startup costs are not reimbursable.
39. Are there any tolls or similar costs the contractor will be responsible for under the Microtransit service? If so, please provide a 12-month cost history and confirm whether these costs may be treated as pass-through expenses.
- Tolls are charged by mail directly to GATRA and would not be the responsibility of the Contractor.
40. Please provide clarity on the GATRA budget for microtransit for the last 3 years. Please provide spend rate vs. budget rate.
- GATRA's budgets and financial statements are available on our website under Open Government.

41. Please confirm that neither service includes a pension plan or similar defined benefit plan that requires the contractor to contribute to the plan. If a pension plan or similar defined benefit plan is required, please provide the plan name, current funding status, and any liability that would be required by the new contractor.
 - The pension plan provided to the union employees is administered by the union. All other employees would be covered under any plan offered by the successful contractor.
42. For the Microtransit portion, would GATRA consider a fixed and variable rate as a pricing structure to protect vendors against increases or decreases in service?
 - Please see previous answer regarding monthly billing.
43. Please confirm the volume of hours and vehicles on which proposers should base their proposals on for the Microtransit service.
 - This information should be based on the information provided in the RFP as well as the historic service data provided and current service information that can be found on our website.
44. Please clarify exactly how the prices will be evaluated, i.e. will only the Year 1 price be considered or the full contract term cost of the contract?
 - All cost/pricing will be evaluated, however only accounts for 5 points out of an overall 100 points in the evaluation.
45. Please provide the Revenue Hour definition for the Cost Per Hour. i.e. First pick-up to last drop-off, Gate-to-Gate. Please also provide the number of vehicles that will be used in this calculation. Should contractors provide the rate for the five-year base term?
 - Cost per hour/per vehicle can be billed gate-to-gate, vehicle numbers were provided in the RFP.
46. Please clarify the number of vehicles used in revenue service by day of week and the maximum amount of vehicles used at peak service time for the Microtransit service.
 - Provided in the attached documentation (Attachment 4).
47. What are the performance standards and/or any other aspects of performance which will be used for measuring the Contractor's performance under the new contract? Please provide the current performance achieved in each of the services by month for the past twelve months.
 - GATRA does not have written performance standards, but will work closely with the contractor to layout expectations and service standards. KPI's may be developed at some point further into the contract but would not have monetary implications.
48. Please provide a current organizational chart, or listing of positions, that is being provided for the microtransit contract by the current contractor. Please indicate the percentage that these positions are dedicated to this contract.
 - At this time there is a location supervisor who splits time with one other contract, two dedicated operations supervisors, and approximately four call takers that split their time with one other contract.

49. Please provide the last 12 months of history for major component replacement and repair for the GATRA provided microtransit fleet for this contract.
- There were no major replacements or repairs on this fleet during the past 12 months.
50. Do any of the GATRA provided microtransit vehicles have remaining or extended warranty on any of the components?
- These vehicles have a standard drive train warranty for five years or 60,000 miles.
51. Please clarify if billable time on the Microtransit portion begins at the first pick-up, even if that pick up is a no show.
- Hours are billed based on total duty time, not revenue time.
52. To ensure that all bidders have the same information as is readily available to the current incumbent contractor and in an effort to provide maximum cost savings to GATRA and assist bidders in assessing call center agent schedules and productivity, we would like to receive telephone system reports for a fairly representative week for the service, which excludes holidays or unusual weather or events that might have impacted service levels:
- a) Inbound and outbound calls by time of day
 - b) Total inbound calls abandoned by time of day
 - c) Average time to answer by time of day
 - d) Longest wait time
 - e) Average call length
 - f) Agents logged in by time of day
 - g) Average agent availability
- The phone system is maintained by the current contractor and GATRA does not have access to this information. At this time we do not anticipate the current contractor will be submitting a proposal.
53. To ensure that all bidders have the same information as is readily available to the current incumbent contractor and in an effort to provide maximum cost savings to GATRA and assist bidders in assessing system trip-making patterns, we would like to receive the following data in excel for a recent seven-day period. We would like this data to be drawn from a fairly representative week for the service which excludes holidays or unusual trip-making patterns associated with adverse weather or special events.
- a) Origin and destination latitude and longitude coordinates for each scheduled trip
 - b) Final status of each scheduled trip, e.g. whether the trip was provided, cancelled or no-showed
 - c) Scheduled and actual pick-up and drop-off times for each performed and no-showed trip
 - d) Passengers transported, broken down by riders, attendants, companions, children and any other passenger categories tracked by the system
 - e) For each trip, whether the rider used a mobility device, service animal or any other equipment codes
 - f) Number of trips denied, broken down by capacity, eligibility and rider refusals as well as by any other category currently tracked
 - g) Number of complaints received
- A seven day snapshot has been provided (Attachment 5), GATRA received three complaints during that time period.

54. Because Bidder's operations run continuously, can we install Bidder's network equipment in the existing IT communication closets? If yes, is there sufficient rack space and power/cooling capacity available? If not, will separate dedicated space be provided for our equipment?
- For the microtransit contract, the successful proposer will need to provide its own facility and would not be operating with the current contractor. Under the transit management side, GATRA provides all necessary equipment to operate the services.
55. If Bidder is not permitted to install its own network equipment on-site, would the agency's IT department provide Bidder with a dedicated VLAN or similar segregated network access for our operations? If so, please describe any bandwidth limitations or security requirements for this arrangement.
- If additional equipment is needed, this can be discussed with our IT Director.
56. Is there a requirement for TDD/TTY (Telecommunication Device for the Deaf) support for phone communications?
- Yes.
57. Are telephone call recordings required for this project? If yes, please elaborate: for which calls or lines, and are there any specific retention, security, or compliance requirements for those recordings?
- GATRA does require telephone recordings, the successful contractor would be required to provide this on the microtransit contract. GATRA provides this for the management contract.
58. For the Microtransit portion, please provide details about the in-vehicle radio systems currently in use, including the make and model of the radios, their approximate age, and how many vehicles have each type (if more than one model is in use).
- At this time they do not have radio equipment installed, drivers are utilizing the messaging service within the Spare system to communicate with base.
59. Does the contractor need to provide a maintenance and operations facility for GATRA Go?
- Yes.
60. Is the bidder on this RFP to provide a facility for GO GATRA to operate and maintain vehicles out of? Or does GATRA provide a facility for vehicle storage, maintenance, and other operational functions?
- The bidders will be responsible for providing a facility to operate and maintain the GATRA Go vehicles.
61. What the insurance limits does GATRA carry on the vehicles? Will the contractor be additionally insured? Will GATRA's insurance be primary to the Contractors?
- GATRA carries \$5,000,000 in automobile and excess liability; the Contractor will be named as additional insured.
62. The Dial-a-Ride personnel hired by the Councils on Aging, that participate in the Training program, is this an approved Operating expense that is reimbursed by GATRA?
- Yes.
63. In the evaluation process regarding the management fee, is there a score value and/or formula

GATRA will use? If so, could you provide the formula and the score value of the total score?

- The total evaluation score is 100 points; cost accounts for 5 points of this total.

64. The Price Proposal for GATRA Go Service is only a single per hour per vehicle rate, how will this rate be able to be adjusted year over year to accommodate for changes?

- If you would like to offer an adjusted rate in the proposal, you may add this to the form. These rates can also be negotiated during contract discussions.

65. For the operating cost, can GATRA say what is the dispatch, timekeeping and payroll processing system that is currently being used? Is GATRA requiring the new firm to provide their equipment/technology for this or use the existing? Can GATRA confirm this cost is an operating expense that is reimbursed.

- GATRA provides the dispatching software, and the current contractor utilizes ADP for payroll and timekeeping. Startup costs will not be reimbursed.

66. In an attempt to get an idea of usage of the service, can GATRA provide the prior 24 months of the GATRA GO invoicing?

- 12 months of invoices have been attached

67. The 6 Full Time Managers noted, can GATRA provide the job titles of the 6? Is the Assistant GM included in the 6?

- These include operations and maintenance supervisors, the AGM is not included in this number.

68. The Plymouth Service includes a small microtransit component, are these microtransit hours part of the GATRA Go Per Hour rate or is this part of the Dial-a-Ride Service operating budget?

- These would be under the management contract and GATRA would reimburse all costs associated with operation of this portion of the GATRA Go.

69. On the Fleet list provided there are 20 vehicles, these are all dedicated to the GATRA Go microtransit, correct? Are of the vehicles go to be removed or replaced in the next 5 years? If so, could you provide a replacement schedule?

- GATRA replaces vehicles based on the number of vehicles it receives from the state contract and the age/condition of the existing vehicles. GATRA is required to follow FTA guidelines for vehicle replacement.

70. In order to effectively price the Microtransit service, can GATRA provide the Revenue hours for GATRA Go and corresponding invoices for the past 24 months?

- Service information for the past 3 years as well as current contracts with rates.

71. Can GATRA confirm the staffing of the 153 people listed that the Microtransit driver and NOT included? Can GATRA confirm if any of the Transit/Dial-a-Ride drivers operate on the Microtransit also or vise versus?

- The list of employees does not include the GATRA Go drivers/staff, the only drivers that would operate under both contracts are drivers in the Wareham office operating the GATRA Go Coastline service.

72. The 20 Microtransit vehicles listed on the vehicle list, are they able to be parked and serviced at the same facility as the Dial-a-ride facility or a completely separate facility is needed?
- A separate facility would be needed.
73. What address does We Drive U store and maintain Go GATRA microtransit vehicles today? Is that location suitable and available to rent? The current facility is located at 121 Depot Street, Bellingham, MA. GATRA does not know if this would be available as the current contractor does have other operations. However, GATRA would suggest looking for a facility location more central to the GATRA Go United service area.
74. Are GARTA Go drivers party to the CBA?
- No.
75. Does GATRA desire proposers to create a sub corporation dedicated to the GATRA employees?
- This is not required by GATRA
76. Regarding the microtransit service, will there be a threshold for service changes (hours/miles or % change) that allows a re-opener or adjustment to compensation?
- Billing is based on hours operated during the month so would adjust based on that, as stated above, rates may be negotiated.
77. Are there any liquidated damages tied to performance or reporting? If so, what are the metrics and the 12-month historical assessments?
- No.
78. For the microtransit GATRA GO, are there any minimum specifications (sq ft, location, parking spaces, etc.) for the facility?
- No.
79. Will GATRA please provide a heat map or excel file of GO GATRA trip origins and destinations for a representative month?
- Attached is a representative 7-day file with trip data for GATRA Go (Attachment 5).

ATTACHMENTS:

- Attachment 1: Maintenance Program
- Attachment 2: GATRA GO Maps
- Attachment 3: Current Contracts
- Attachment 4: Three Years of Micro Transit Service Data
- Attachment 5: Seven Day Snapshot of Micro Transit Service

ATTACHMENT 1



Kiessling of Attleboro, Inc.

Maintenance Plan

July 2024

MAINTENANCE PLAN

OVERVIEW

The objective of the Maintenance Plan is to maintain FTA and MassDOT funded equipment and facilities in clean, safe operating order, with sufficient fleet of the appropriate vehicle type ready for service.

GOALS

The goal is to maintain equipment and facilities in a manner that ensures the safety of the riding public and employees and ensure the proper longevity of the equipment and facilities is obtained barring events beyond our control.

Major **objectives** include:

- Maintain all facilities, rolling stock, and equipment in safe and reliable working condition.
- Document all maintenance work performed and maintain records of work performed.
- Reduce the incidence of unscheduled repairs.
- Maintain each vehicle and piece of equipment to the specifications of the manufacturer.
- Ensure that all warranty work is being accomplished as specified for each piece of equipment and that warranty claims are submitted and closed.

MAINTENANCE MANAGER

The Manager oversees the scheduling of manpower and the use of tools, facilities and equipment to accomplish:

- Preventive maintenance inspections
- Servicing
- Defect reporting
- Warranty recovery
- Obtaining equipment
- Service life as defined by FTA
- Maintain accurate records
- Equipment failure records

The Manager's responsibilities include reviewing and approving all work performed and scheduling the work daily. He establishes a procedure to ensure that vehicle defect reports are reviewed daily and the necessary corrective action is taken. He also ensures that all ADA equipment is maintained to the manufacturer and FTA and MassDOT requirements to ensure compliance with the federal and state regulations. Lastly, he works closely with the Operations Department to ensure vehicles are available to meet the demand and proper spare ratios are maintained according to FTA and MassDOT regulations.

GATRA MAINTENANCE PLAN

PURPOSE: This document establishes procedures for the safe, reliable and economical maintenance of Greater Attleboro-Taunton Regional Transit Authority (GATRA) fleet vehicles and equipment.

EFFECTIVENESS: For the maintenance policy and procedures manual to be effective, it must be kept current. Policies and procedures must be constantly revised to keep up with changes; otherwise, the manual will become obsolete and useless. The maintenance Manager is charged with the responsibility for documenting and making changes to this manual, which are essential to addressing the organization's objectives. All recommendations for inclusion in the manual should be submitted to the General Manager for review.

Final approval of all revisions will be made by the General Manager.

MAINTENANCE POLICY

1. Function

The maintenance function at GATRA is responsible for assuring that all assets owned by the Transit System are maintained in the best possible condition. These assets include both revenue and non-revenue vehicles and the facilities used by GATRA to support this equipment. In addition, the maintenance department is also responsible for purchasing the best available material and supplies at the lowest possible price and then storing this material in an organized and secure manner.

2. Goal

GATRA defines best possible condition to mean that revenue equipment vehicles are clean and comfortable for the passenger, that a sufficient number of vehicles are available to meet scheduled peak service requirements, and that the exterior of the vehicles are free of graffiti and accident damage.

3. Objectives

In controlling the maintenance department's activities, the General Manager with the assistance of the Maintenance Manager must ensure that the activities of the maintenance function support the efficient and effective provision of transit service on a daily basis while seeking to maximize:

- Vehicle reliability (measured by miles per road call)
- Vehicle operating efficiency (measured by miles per gallon and parts cost per mile)
- Labor productivity (measured in labor hours per thousand miles)

These objectives must be achieved with the proper balance of maximum vehicle care and financial constraints of the Greater Attleboro – Taunton Regional Transit Authority.

The overall quality of a transit system's maintenance program is reflected in the fleet size and equipment resources, Technician skills and manpower levels, preventive maintenance procedures, and work control procedures, has cost implications which are both significant in the short term and very substantial in the long run. Additionally, facility and equipment resources are a significant public investment, which must be protected.

Any deviation from the policy and procedures outlined in this manual can be accomplished only by execution of waivers approved in writing by the General Manager.

4. Industry Standards

Accepted standards in the transit industry for performance include the following

- Road calls – A minimum of 20,000 miles between calls.
- Parts Cost – A maximum of 20 cents per mile for replacement parts.
- Miles Per Gallon – A minimum of 6.0 miles per gallon of fuel.
- Miles Per Add Quart of Oil – A minimum of 3,000 miles between add quart of engine oil.
- Man Hours Per Thousand Miles – A minimum of 1 labor hour per thousand miles and a maximum of 3 labor hours per thousand miles.

5. Maintenance schedule

- PMs are performed every 6,000 miles on Gillig Diesel and Electric and New Flyer buses
- PMs are performed every 5,000 miles on Ford E450 MB's
- PMs are performed every 5,000 miles on Ford E350 Vans
- PMs are performed every 5,000 miles on support cars and trucks

WORK SAFETY

Policy

Safety techniques are required to assure that repairs are performed safely without undue risk to personnel, property, facilities, or the public. Everyone should monitor their work to preclude violation of proven and established repair methods.

Any person involved in the maintenance of heavy equipment has the potential to be injured at work. It is the responsibility of all employees within the maintenance department to ensure that every possible safety precaution has been followed. The Maintenance Manager, Operations Managers, and Safety & Training Supervisor are responsible for constantly reminding employees of these dangers, encouraging employees to work safely and identifying and correcting hazards.

Proper uniform to avoid injury as much as possible consists of:

- Safety work shoes
- Safety goggles
- Uniform clothing (as supplied through GATRA)
- Face Masks

Procedure

Every maintenance employee should:

- Consider the hazards of the job and wear appropriate protective gear such as masks, gloves, safety glasses, hearing protection, etc.

- Check before a major component is lifted, to be sure the lifting device is fastened securely. Be sure the item to be lifted does not exceed the capacity of the lifting device.
- Exercise caution when power tools are in use.
- Use an approved safety nozzle when compressed air is used to clean a component.
- Exercise caution when cleaning agents are used. Be sure the work area is adequately ventilated and protective gloves, goggles or face shield, and apron are used as required.
- Insist that caution be used when welding including use of shields and checking equipment prior to welding.
- Make sure all work areas including service lanes are clean and orderly.
- Verify that appropriate tools for each job and that approved repair procedures are used.
- Use only approved types of work shoes. At KOA, the only approved work shoes have oil resistant soles and safety toes. Sneakers are not approved work shoes.

Note: Proper service and repair is important to the safe, reliable operation of vehicles. This manual cannot advise on all conceivable ways of performing repairs or of the possible hazardous consequences. Therefore, no such evaluation is intended or implied.

All maintenance and servicing are performed in accordance with applicable safety directives. Maintenance personnel are required to attend annual safety seminars, which include instructions/refresher training in the following areas:

- OSHA regulations
- Right-to-Know Regulations
- Federal and State Environmental Protection Regulations
- Blood Borne Pathogens Compliance Regulations
- Operator Certification
- Brake operator certification
- Fork lift operation
- Air conditioner refrigerant service certification

QUALITY CONTROL

Policy Goal

For a maintenance operation to be effective, the quality of inspections and repair must take the highest priority. Everyone associated with the organization must understand what real quality means, emphasizing that quality is the absolute goal.

- Quality is defined as meeting and exceeding the expectation of our riders. Every employee must seek quality in each task they perform and hold quality as personal responsibility. Each repair or service action must consistently meet the established standards, which our riders expect from GATRA. Nothing less should be accepted.
- There is no such thing as “not having the time” or that it costs too much to do it right, it is always cheaper and more effective to do the job right the first time.
- The only performance measurement is the cost of quality. The true cost of not providing quality is the cost of road calls, missed runs, lost customers, etc.
- The only performance acceptable is zero defects. The Maintenance Manager has the responsibility to physically check the work of all assigned employees, inspecting not less than 25 percent of their

- work and 100 percent of all rework. All work not meeting the quality control standards must be corrected before the vehicle is released for service.
- Note: When performing a quality inspection, it is important to recognize the primary concerns are public safety, prevention of road calls, and maximizing the long term operating efficiency of each vehicle.

GENERAL: The fleet, approximately one hundred forty vehicles, consists of Gillig and New Flyer buses and Ford E350/450 mini-buses. Eleven vehicles are available for support functions. Vehicle model years range from 2013 through 2024. All vans and transit buses are handicapped accessible.

Vehicles are maintained and stored in a 53,000 sq. ft. maintenance facility in Taunton provided by GATRA. A 6,000 sq. ft. satellite operating facility is located in Plymouth for the Plymouth/Wareham fixed route and dial-a-ride operations, call-taking, and scheduling.

STAFFING: A Maintenance Manager, one Lead Technician, five Technician 1's, three Technician 2's, seven full time fueler/utility personnel provide a full range of maintenance capability, including on-site refueling, vehicle washing/cleaning, preventive maintenance and repair.

MAINTENANCE FUNCTIONS:

- Routine service - vehicle condition report (VCR) (See attachment 1. 2. - Scheduled/unscheduled maintenance
- Preventive maintenance (PM) (See attachment 2 & 3, PM checklist).
- In-shop rebuild /rework of components.
- Road service.
- Outside service repair.

ROUTINE SERVICE: This consists of the day-to-day pre-trip and post-trip inspection, cleaning and minor discrepancy repair and is primarily performed by the late shift following the daily runs. Minor driver VCR problem repairs are accomplished by the day-shift as required. Fueling and washing are accomplished on-site by the utility personnel.

SCHEDULED/UNSCHEDULED MAJOR MAINTENANCE: The maintenance scheduled by the Manager, requires the vehicle to be out-of-service for a specific amount of time. Although normally performed in conjunction with scheduled PM inspections, this maintenance is also performed at opportune times when schedules permit.

PREVENTIVE MAINTENANCE/INSPECTION: According to manufacturer's requirements, these are the regularly-scheduled intervals for prescribed mandatory service. All PM intervals meet or exceed manufacturer's recommendations. When the operational schedule permits, major maintenance is scheduled and performed during PM inspections. Specific PM intervals are every 5,000 miles for E-350 vans, 5,000 miles for E-450 minibuses and 6,000 for transit buses. Inspection checklists are provided in Attachments 2 and 3. The allowable variance is ten (10%) percent of the mileage intervals.

A. Preventive Maintenance

1. A "A" Inspection (see Attachment A) includes:

- a. A complete check of the interior of the bus including dash lights, gauges, seats, and door operation.

- b. A complete check of the exterior of the bus including draining of the air tanks, checking the brakes and tires, and greasing the chassis.
- c. A complete check of the engine compartment including alternator belts, oil, coolant, and transmission fluid leaks
- d. Engine oil and filters are changed.

3. A “B” Inspection (see Attachment C) includes “A” plus:

- a. Change the transmission fluid and filters.
- b. Check the engine mounts and supports
- c. Change air filter.
- d. Check the suspension air springs and radius rods
- e. Change the hydraulic fluid and differential gear oil.
- f. Change the air dryer desiccant.
- g. Change fuel filters
- h. The entire undercarriage is steam cleaned.

4. Wheel Chair Lifts and Wheel Chair Ramps:

The wheelchair lifts are inspected and serviced at each PM. Wheel chair ramps are serviced at 6,000 miles following the Lift-U recommended schedule. The wheelchair lifts and wheelchair ramps are cycled on a daily basis as part of the drivers’ pre-trip/post-trip inspection. Defects are reported on Vehicle Condition Report and the vehicle is repaired before service or pulled from service if defect cannot be quickly corrected.

GATRA has a mixed fleet of accessible vehicles. When an accessible vehicle has a malfunctioning lift or ramp, or other malfunctioning accessibility feature, the vehicle is to be pulled from active service and repaired prior to being put back into service. No passenger is to be stranded as the result of a malfunctioning accessible vehicle (component). As required by the ADA regulations, alternative service is to be provided to persons stranded for more than 30 minutes due to lift failures. In the event of a breakdown, another accessible vehicle should pick up the intending passenger at the earliest possible time, within thirty minutes of the original boarding time.

5. Kneelers:

The Kneelers on fixed route buses are tested and inspected at each PM. Kneelers are tested and operated during each pre-trip and post-trip inspection for operation. Kneelers must operate in order for the w/c ramps to function and are required to be operating for a bus to operate in revenue service. Defects are noted on the VCR and reported if the kneeler is not operating. The bus will be removed from service if not operating.

6. Public Address System and Automatic Vehicle Announcements (AVA):

The driver operated public address microphone and speakers are tested at each pre-trip/post trip inspection. Any defects are reported on the VCR and reported before the bus enters service for testing/repair. AVA is performed through the CAD/AVL system triggered by GPS location to designate stops and announcements. The AVL mobile data terminal located in the driver area provides automatic onboard diagnostics for the CAD/AVL

system and peripherals such as Farebox, ADA sign and voice annunciation. The onboard software automatically detects equipment failure and informs the Bus operator and maintenance staff via several alarms. On the Back Office CAD/AVL, a Fleet maintenance view is available to present the state of all CAD/AVL equipment connected and indicates whether it is operating properly or triggering alarms. The Fleet maintenance view allows staff to ease the maintenance process by providing staff the real time components health data and improve the overall asset management.

CAD/AVL systems Fleet Maintenance view is checked at each PM service to ensure all systems are functioning properly.

B. Non-Scheduled Repair

1. Road Calls:

When a driver detects a defect of a bus in service, the Operations Supervisor is notified who then notifies the Maintenance Manager or the Lead Technician on duty to see if a bus switch is warranted. Minor defects are left until the end of the day and reported on the Operators Daily Report (see Attachment E). Major or safety defects and sanitary clean-ups are handled by switching the bus or by the Technician replacing the defective part (a headlight, brake light, or a flasher, etc.) without removing the bus from service.

2. Operator Reported Defects:

Minor defects found in a Driver's pre-trip inspection or while in service, are reported in the Operators Daily Report. These reports are collected by the Technician at the end of the service day, and fixed that night or left for the dayshift to repair.

C. Tires:

GATRA currently leases tires for transit coaches from Goodyear Tire Company. Mounting, balancing, dismounting, and the repair of flats are handled by KOA Technicians with in house equipment.

On a monthly basis, the Maintenance Manager is responsible for ordering tires. Every two to three months, a Goodyear representative inspects worn tires to see if they are suitable for recapping. He also conducts random air pressure tests and makes recommendations on how to improve tire life.

Tire Inflation:

Tires on a GATRA vehicle may be inflated only when a remote-filling device is used enabling the maintenance personnel to be a minimum of ten (10) feet away from the tire being inflated. Tires that are not on a GATRA vehicle may only be inflated when the tire is placed in a tire cage.

If the front tire on a GATRA bus is flat, the maintenance personnel are to make arrangements to have the vehicle towed to the Operations and Maintenance Facility for repair. If a rear dual tire is flat, the maintenance personnel must make the decision if it is safe to operate the vehicle, and if so, drive the vehicle back to the Operations and Maintenance Facility for repair. If the vehicle cannot be driven, arrangements must be made to have the vehicle towed in for repair.

Maintenance personnel are not to change tires on a GATRA bus on the road.

Bodywork:

GATRA does have some body repair equipment so minor damage is repaired by KOA Technicians. All buses in need of painting or major bodywork are taken to a body shop for repair. KOA Technicians are responsible for minor repair and some touch up work. Removable panels that are damaged are painted in house and installed on the buses by KOA Technicians to reduce expenses and keep vehicle down time to a minimum. Major bodywork is contracted to private vendors.

Daily Service, Taunton:

Whenever a bus is used in revenue service during the day, it is serviced at night. When serviced, the bus is pulled into the service lane and filled with fuel. The oil, transmission, and antifreeze levels are checked and fluids are added if needed. The hub odometer reading and the type and amount of fluids used are recorded on the Daily Servicing Report (see Attachment H). Additionally, the rear tires are checked for flats. The bus interior is swept and mopped, the seats, windows, and driver's area cleaned. Next, the bus is pulled forward into the wash area where the exterior is washed. Afterwards, the bus is driven to the storage area and parked, ready for the next day's service. The cleaning crew is supervised by the second shift Technician.

The following workday, the information is downloaded via the fuel master fueling system. This is then automatically loaded into RTA. The program is capable of listing individual vehicle mileage and fluid consumption daily, monthly, year-to-date and lifetime. The Maintenance Manager monitors the reports daily for dramatic changes in consumption, which could indicate the need for repairs. Mileage figures are used to schedule preventive maintenance for each vehicle.

Daily Service, Wareham:

The same procedures are followed as in Taunton, except that gasoline powered vans are fueled off-site by the Driver. Currently, buses are not washed in Wareham until they are serviced in Taunton. Fuel is recorded on a paper document.

IV BUILDING MAINTENANCE

A. Building and Grounds:

Under the guidance of the Maintenance Manager, the Custodian is responsible for keeping the building and grounds neat and clean. The office space and Drivers' area is cleaned daily by vacuuming or mopping and emptying the trash daily. The rest/locker rooms are also cleaned and mopped on a daily basis.

The storage area is swept weekly and washed when needed. The service lane is swept every other day. The maintenance repair area is swept as needed, and the floors are washed as needed. The Custodian also wipes down the shop equipment as needed.

The grass is mowed as needed, usually once or twice per week during the summer months. Snow is removed from sidewalks and entrances as soon as it falls to ensure safe movement around the property. The Custodian is also responsible for bus shelter maintenance and snow removal as well as snow removal from the downtown terminal. The city snowplows remove snow from main drive areas.

Interior and exterior lights are to be kept in proper working condition at all times. Any lights in need of repair are to be brought to the attention of the Maintenance Manager immediately. The Maintenance Manager will then assign an individual to repair the lights or request any assistance required, such as the City Crew repairing the exterior grounds' lighting.

B. Building and Shop Equipment:

All building and shop equipment is serviced or maintained as recommended by the manufacturer. Major shop equipment like the forklift, sweeper, and lawn mower are serviced monthly. Building equipment like the air compressor is serviced regularly, and all work is recorded in the maintenance log (see Attachment I). If the Technician cannot make repairs, or if special tools are required, a service contractor is secured to perform the necessary maintenance or repair (see Attachment J). For example, to ensure proper operation, an independent contractor inspects the heating and cooling systems twice yearly. All other equipment is checked at least once per year. Filters are cleaned, belts are checked, and bearings are greased. The Maintenance Manager is to review the maintenance log.

V PURCHASING

PARTS AND SUPPLIES: A fully stocked parts and supply room is maintained on-site and manned. Selected maintenance personnel have access to the parts room after hours, if required. All parts/supplies utilized meet or exceed manufacturers' specifications and Buy American requirements.

A. Parts Inventory:

All parts used at GATRA are stored in the stock room in Taunton. (A small parts inventory is stored in the stock room in Plymouth.) All parts are on inventory, with the exception of small parts such as nuts and bolts and other parts less than \$10.00 each. A separate inventory is maintained and updated for fixed assets such as the spare engine assembly, spare alternators, compressors and differentials. Capital tools and equipment are also maintained on the fixed assets inventory. In addition, a small tool inventory is maintained.

Inventory records are maintained using a microcomputer located in the maintenance office. RTA maintenance, inventory program maintenance MIS software developed for GATRA by Ron Turley Associates Fleet Management Systems is used to control the inventory. The program maintains short and long-term vehicle history information by tracking parts used on each bus every daily. When the Technician posts the vehicle work order to the computerized program, parts used are automatically subtracted from the total inventory. A recorder prompting report identifies parts that have fallen below the number specified to be kept on-hand in the inventory. Use of the recorder prompting report enables the Maintenance Manager to order parts in a timely fashion, minimizing vehicle downtime.

A physical inventory is performed in June each year to determine the actual on hand inventory value and cross check the accuracy of inventory values reports generated by the automated system. The Maintenance Manager monitors the inventory monthly to determine whether or not the total inventory dollar amount generated by the computer report corresponds to the physical inventory total, after adjusting for items added to the inventory and items expended from the inventory (reflected by vehicle work orders).

B. Non-Inventory Items:

All items not on the regular inventory, such as cleaning supplies, shop supplies, paint and other building supplies are not controlled by inventory. (However, the items are entered into a computerized data base file to track previous purchase prices, alternate vendors, alternate products or brand names, and alternate price quotations.) The procedure for requisitioning supplies is the same as that used for parts.

Training:

Kiessling has adopted strict standards for hiring and advancing its maintenance personnel. All Technicians are required to have training in diesel Technicians through a technical college or similar program. Welding and hydraulic training are also preferred. The Technicians are also encouraged to exhibit their technical competency by obtaining certification in the Automotive Service Excellence testing program. Technicians are paid an additional 50 cents per hour for each ASE Certification, up to an additional \$3.50/hour, as an incentive to obtain the additional certifications.

Whenever available, KOA Technicians are sent to special training programs to keep them informed about new techniques, advanced technology, or equipment updates

IN-SHOP REBUILD WORK:

The capability exists to rebuild many components and accessories, such as starters, valves, cylinders and engines. This is accomplished as required when defective units are removed and the rebuilt units are returned to stock.

ROAD SERVICE:

All vehicles are radio equipped, a fully-equipped service truck is available and qualified Technicians are on-call for any breakdown. Specific parts, which may be required, are brought from stock. Common hardware and items such as tires, jacks, fuel, air-compressor etc. are on board the service truck at all times. When necessary the vehicles are towed by a private provider.

OUTSIDE REPAIRS:

Occasionally, when the required capability does not exist, these services are repaired at outside organizations. Some examples of are maintenance of radios and repeaters, bodywork, and major engine rebuild.

COMPLIANCE:

Vehicles are maintained in accordance with all Federal, State and manufacturers' guidelines, applicable to the type of service provided. Examples of compliance requirements include the following:

1. Massachusetts Department of Public Utilities
2. Massachusetts Department of Motor Vehicles Inspection Requirements
3. Manufacturers' Maintenance Manuals

MAINTENANCE DOCUMENTATION:

All vehicle maintenance performed is fully documented in accordance with applicable regulations. Manual documentation is accomplished by Technicians on specially prepared form/checklist. The shop foreman creates a hard copy repair order that remains in the maintenance complex for the life of the vehicle and becomes permanent repair history. The document is also sent to the maintenance manager and parts/inventory specialist for input to the computerized data base, called RTA Fleet Management System. The RTA system tracks maintenance history, parts, fuel and oil and can be used to provide periodic reports of performance, utilization, expense and maintenance scheduling.

PARKING AND STORAGE:

A heated garage is provided on-site for the Taunton fleet. Company policy requires that all buses be parked inside when not in use and space is available. A secured, fenced and lighted area is also available for any overflow parking. Plymouth buses and vans are parked outside in a secured, fenced, and lighted area.

HEAT & SPARK PRODUCING DEVICES

GATRA requires the contractor to regularly and properly maintain the following equipment and systems installed on heat producing equipment to prevent accidental ignition of combustible materials.

Personnel will ensure that all heat producing equipment such as, torches, drop lights, soldering irons, etc. are turned off when left unattended and at the end of each work shift. Welding torches, acetylene gas and gas bottles will be turned off after each use and checked daily at the end of each shift. Supplies and materials used during welding such as rags and scrap metal will be checked and allowed to cool prior to leaving area to ensure no possible source of ignition exists. Welding carts will be stored at designated safe locations at the end of each shift.

FIRE EXTINGUISHER MAINTENANCE SCHEDULE:

All fire extinguishers located on buses are checked daily during the circle check performed by the operator pulling the vehicle out. An outside firm, General Fire Extinguisher of Taunton, Massachusetts maintains any equipment requiring repair or recharging.

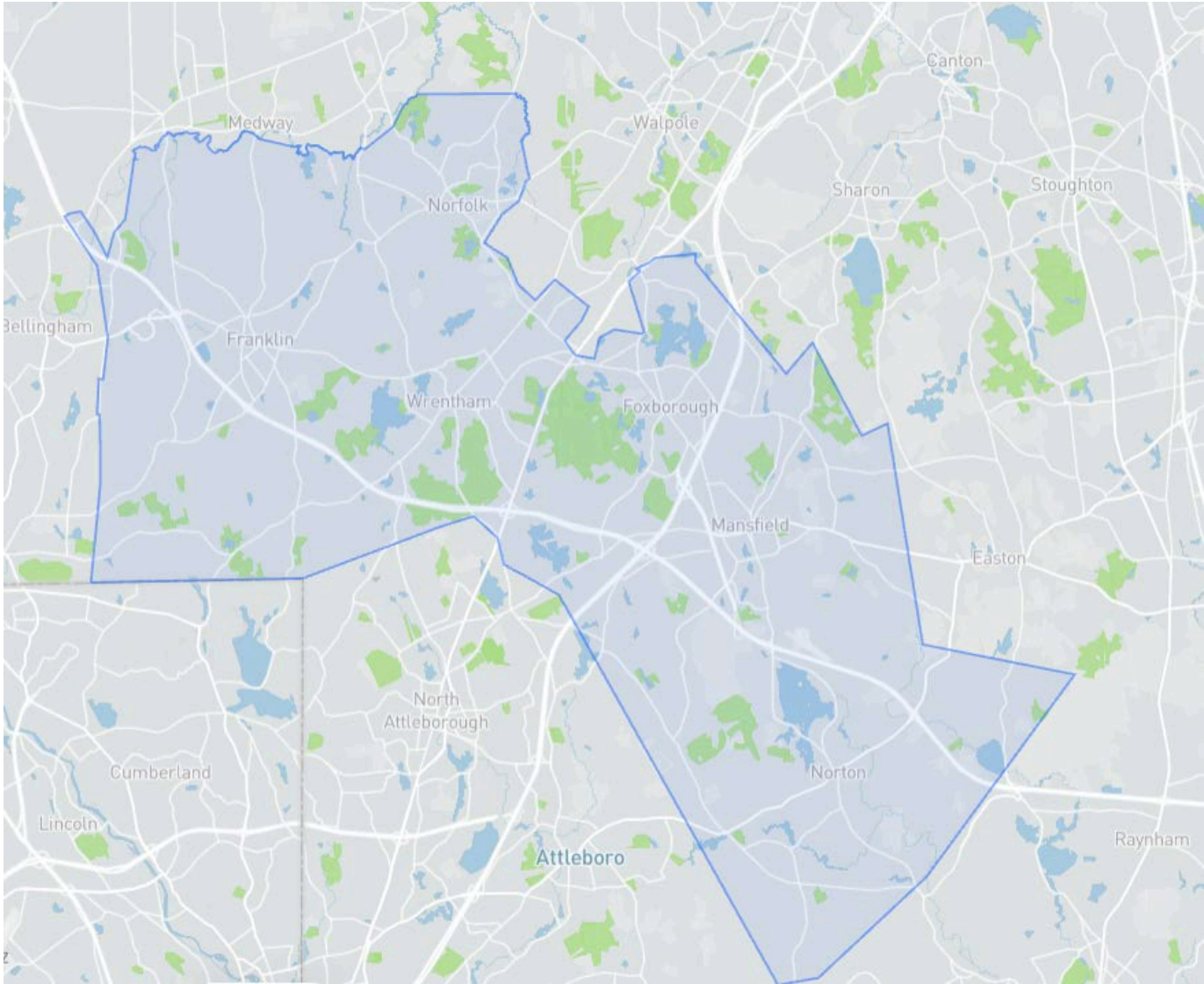
GATRA Facility Equipment Inspection/Service Requirements

Equipment Description	Inspection Service Interval	Remarks
Coil, grilles machine shop	Annually	Infrequent use, report discrepancies
O/head garage door	Quarterly	User inspection, report malfunction
Vertical lift doors wash bay	Quarterly	User inspection, report malfunction
Fluid dispensing	Quarterly	Daily user inspection, report malfunction
Paint spray booth	Quarterly	Infrequent use, report discrepancies
Shop grinders	Monthly	User inspection, report malfunction
Drill press	Monthly	User inspection, report malfunction
Brake Lathe	Monthly	User inspection, report malfunction
Pressure Washer	Monthly	User inspection, report malfunction
Bus Washer	Daily/Annual	Daily user inspection, report malfunction
Vehicle Lifts	Daily/Annual	Daily user inspection, report malfunction, annual by contract
Backflow Prevention	Semi-Annual	City Water Dept. inspects
Water Heater	Semi-Annual	Contractor Inspected
Compressors	Monthly In-House, Annual Contractor	Inspection, report malfunction
Sprinkler System	Annual	Contractor Inspected

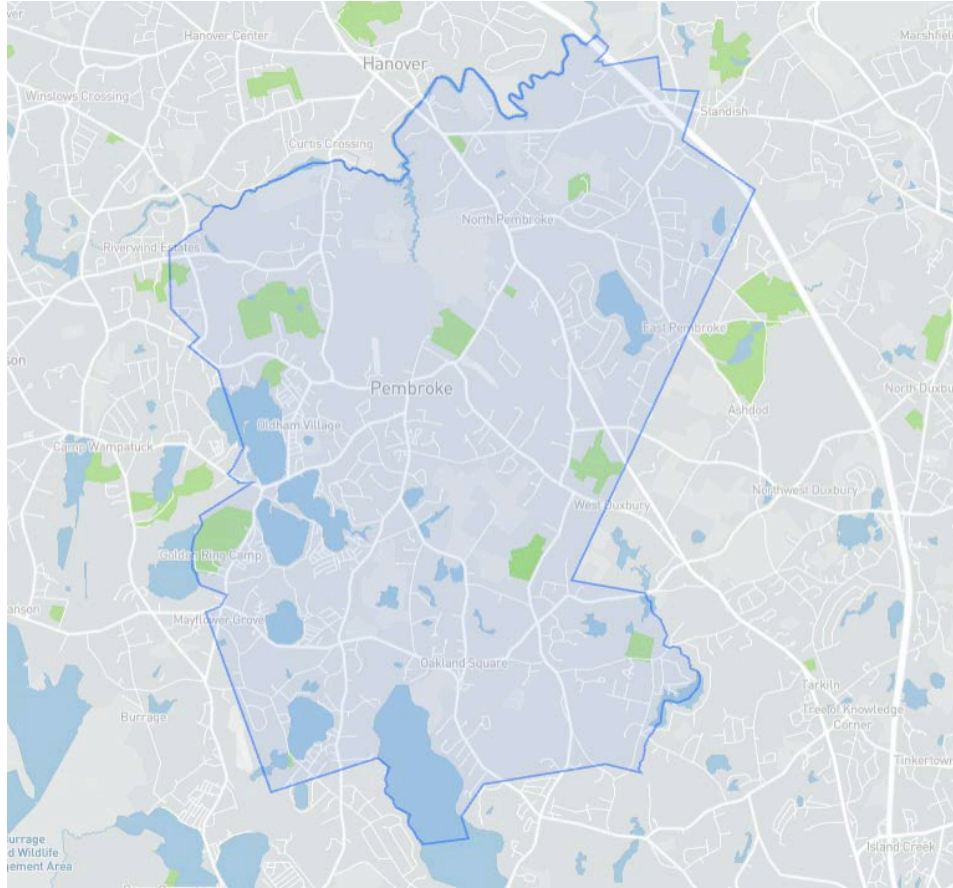
Equipment Description	Inspection Service Interval	Remarks
HVAC systems	Semi-annual	Contractor inspected
Fire alarms	Annually	Contractor inspected with sprinkler
Emergency Generator	Weekly inspection	Inspection, report malfunction starts every Tuesday at 6:00AM
Forklift	Weekly inspection	User inspection, report malfunction
Floor Sweeper	Monthly inspection	User inspection, report malfunction

ATTACHMENT 2

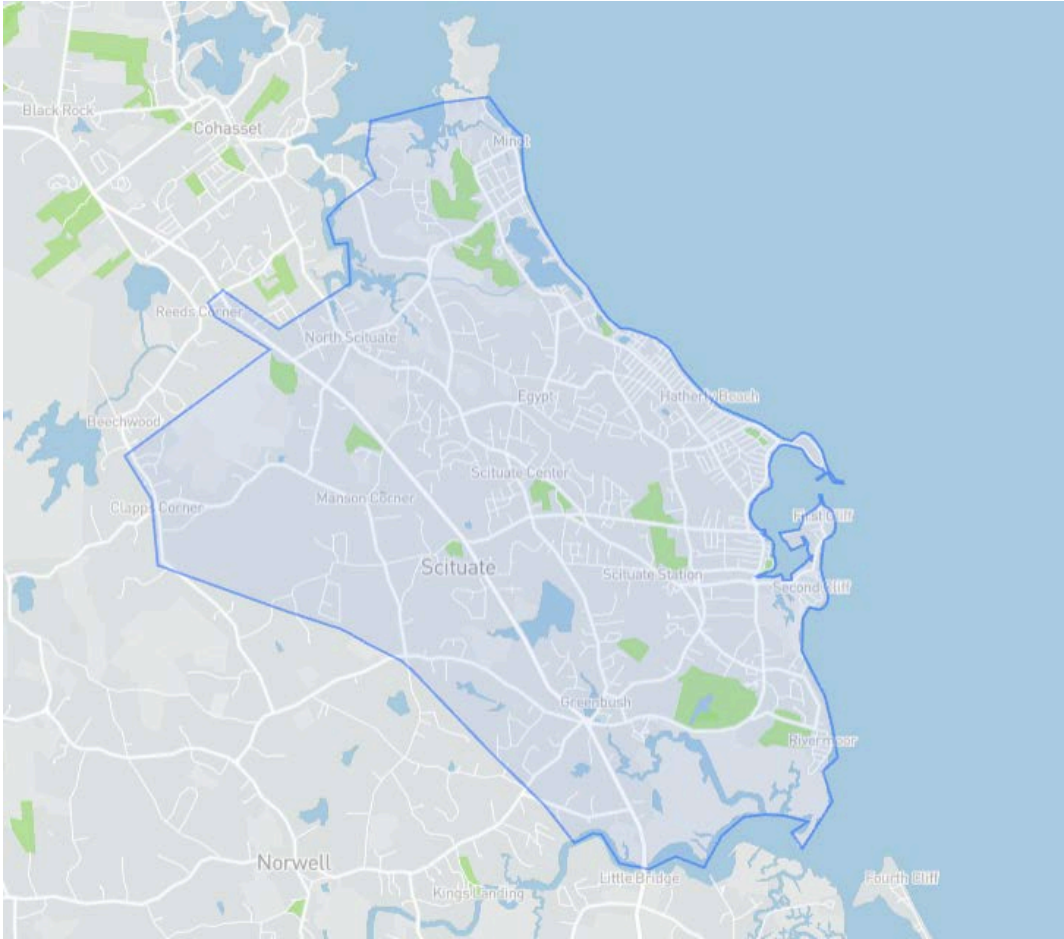
GATRA GO United



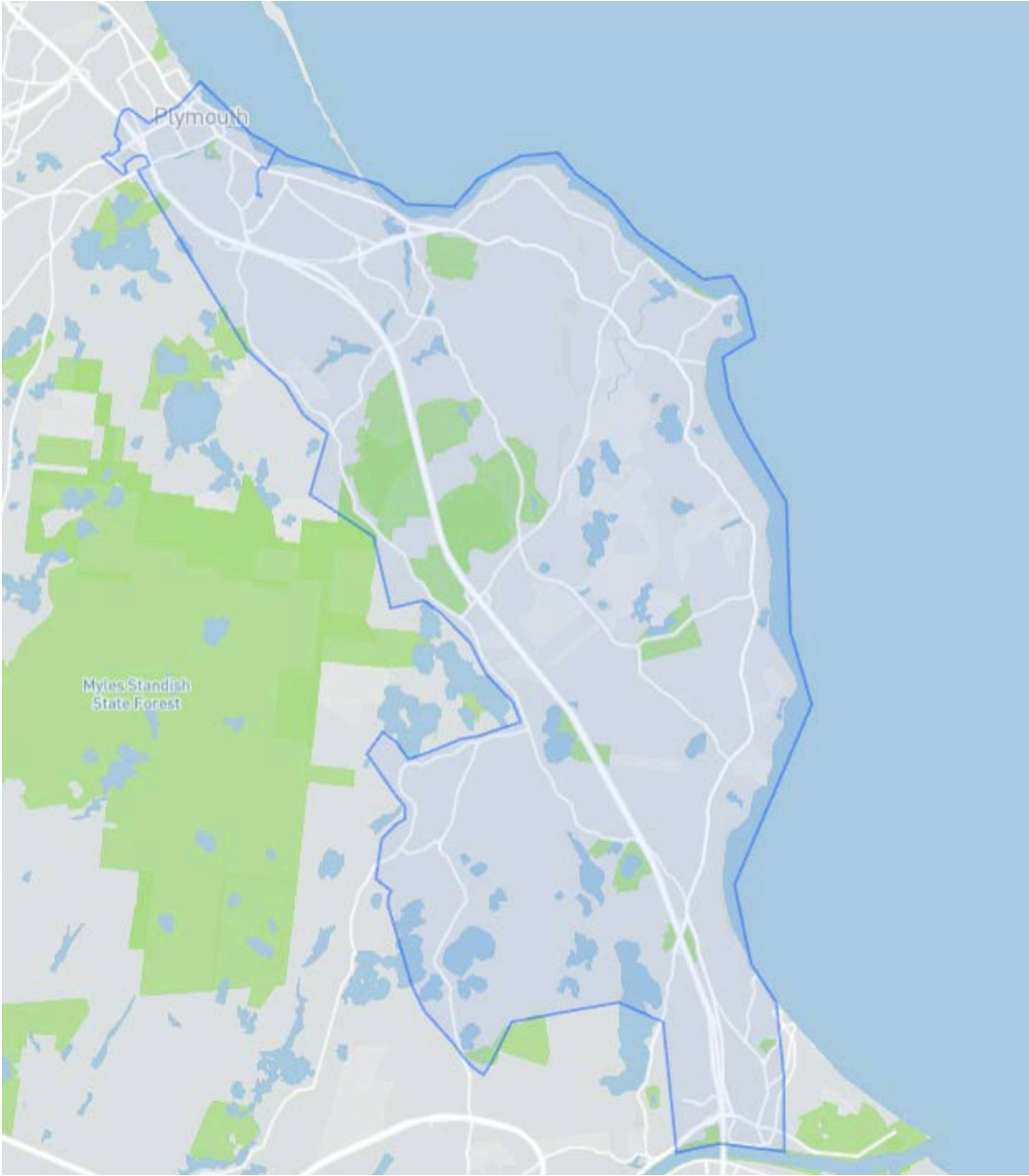
GATRA GO Explore



GATRA GO Seacoast



GATRA GO Coastline



ATTACHMENT 3

GATRA/National Express Transit Corporation Transit Management Services Agreement

This Agreement made on this January 30th day of January, 2023 and effective as of January 30, 2023 by and between NATIONAL EXPRESS TRANSIT CORPORATION, a Delaware corporation duly established and existing registered to conduct business in the Commonwealth of Massachusetts and having its principal place of business at 2601 Navistar Drive, Lisle, IL 60532 (hereinafter called the "CONTRACTOR"), and the GREATER ATTLEBORO TAUNTON REGIONAL TRANSIT AUTHORITY, (hereinafter called "GATRA"), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts established under the provisions of Chapter 1141 of the Acts of 1973 as amended and embodied as MGL Chapter 161B (hereinafter called "Chapter 161B").

ARTICLE I. General Information

A. GATRA hereby engages the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, subject to the terms and conditions of this Agreement which includes by reference in order of priority the following attachments (Attachment A):

- The RFP for Management Services dated 9/1/22 including all Addenda (GATRA RFP).
- The Required Terms and Conditions for Transit Management Contracts included with the GATRA RFP (Exhibit 1).
- The CONTRACTOR's Proposal package dated 10/6/2022.
- The Required Certifications included with the GATRA RFP (Exhibit 1) and CONTRACTOR's Proposal package dated 10/6/22.

In the event that the provisions of any of the above documents are in direct conflict, those provisions most favorable to GATRA shall govern, as determined by GATRA. Alternatively, in the event that the above documents prescribe for the same work different quantities or quality of goods and services, CONTRACTOR shall provide the greater quantity or higher quality.

B. The CONTRACTOR, with the approval of GATRA, has established a separate legal entity, an operating company, named the Kiessling of Attleboro Inc. (hereinafter called the "SUBCORP"), a wholly owned subsidiary of the CONTRACTOR and a duly organized and existing Massachusetts corporation with a place of business at 2 Oak Street, Taunton, Massachusetts, qualified to do business in the Commonwealth of Massachusetts, for the sole and exclusive purpose of operating GATRA's Transit System pursuant to this Agreement. The SUBCORP will be the employer of all personnel, outside of the CONTRACTOR's management team, necessary for the operation of GATRA's Transit System. Whenever referred to in this Agreement, the term "CONTRACTOR" shall mean the CONTRACTOR and the SUBCORP established as herein provided. The CONTRACTOR and the SUBCORP shall be jointly and severable liable for all obligations and requirements assigned to either or both of them

pursuant to this Agreement provided, however, that the CONTRACTOR shall have no responsibility for any compensation, benefits, and insurance that the SUBCORP may offer to its employees.

- C. The CONTRACTOR acknowledges that the GATRA Transit System serves the following municipalities and that the CONTRACTOR shall be responsible for providing services to those municipalities in accordance with this Agreement and the contract documents referenced herein: Attleboro, Bellingham, Berkley, Carver, Dighton, Duxbury, Foxborough, Franklin, Hanover, Kingston, Lakeville, Mansfield, Marshfield, Medway, Middleborough, Norfolk, North Attleboro, Norton, Pembroke, Plainville, Plymouth, Plympton, Raynham, Rehoboth, Scituate, Seekonk, Taunton, Wareham and Wrentham

ARTICLE II. Agreement Term/ Termination

The term of this Agreement shall be for five (5) years commencing on January 30, 2023 and terminating on January 30, 2028 unless extended in accordance with applicable law and subject to earlier termination as provided in this Article. Notwithstanding the foregoing, GATRA shall have the right to terminate this Agreement pursuant to this Article for good cause, for lack of funding for the Transit System, or for convenience. If GATRA elects to terminate the Agreement for cause, GATRA shall notify the CONTRACTOR in writing setting forth the cause for termination and shall give the CONTRACTOR at least ninety (90) days' written notice. In the event that GATRA terminates the Agreement for the lack of funding of the Transit System, it will give the CONTRACTOR reasonable written notice prior to said termination. In the event of termination for lack of funding to the Transit System, it is agreed and understood that GATRA shall not continue to operate its Transit System as required by the terms of this Agreement, and GATRA shall not be liable for any of its obligations hereunder. GATRA shall have the sole and exclusive right to extend any options related to this Agreement.

A. Termination For Convenience

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

B. Termination For Default

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until

surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

If it is later determined by GATRA that the CONTRACTOR has a justifiable reason for not performing, such as strike, fire, flood, or other material events which are not the fault of or are beyond the control of the CONTRACTOR, GATRA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue to work, or treat the termination as a termination of convenience. Matters of cost to or financial considerations of the SUBCONTRACTOR will not be considered justifiable reason for not performing

Termination under (A) or (B) above shall not prejudice or waive any rights or action which GATRA may have against CONTRACTOR up to the date of such termination.

ARTICLE III. Transportation Services

A. The CONTRACTOR agrees to operate a mass transportation service for GATRA in accordance with the provisions of Massachusetts General Laws Chapter 161B and all other applicable state and federal laws and regulations in and to such geographic areas and places as GATRA has a right and obligation to provide such service.

B. The CONTRACTOR agrees to operate such service as generally described within RFP for Management Services dated 9/1/22 as incorporated herein by reference, and as identified by GATRA in its published brochures for both fixed route and paratransit services.

C. The operation of such routes and services other than those described in this Article as may be required from time to time by GATRA, provided that any such additional routes and services or changes in routes or levels of service can be implemented with the equipment and mass transportation facilities made available to the CONTRACTOR by GATRA.

D. In the event that the equipment and mass transportation facilities made available to the CONTRACTOR by GATRA shall be inadequate to permit the CONTRACTOR to simultaneously perform all of its obligations hereunder, the CONTRACTOR shall abide by such orders of priority as may from time to time be established by GATRA.

E. The CONTRACTOR acknowledges that GATRA maintains the exclusive control of the Transit System and retains the right to determine the levels of service, fares, hours of operation, schedules for fixed route and paratransit service and determination of policies related to the delivery of public mass transportation service including parking within GATRA region.

F. The CONTRACTOR shall not change or alter the Transit System without the express written consent of GATRA. Temporary changes from an approved schedule may take place under certain conditions (e.g. construction detours, adverse weather, declared states of emergency, accidents, or other unforeseen events). Temporary changes shall be immediately communicated in writing to GATRA and GATRA may deny any such temporary change in its sole reasonable discretion. Further, operating a reduced schedule (e.g. delayed start due to snow) must be previously approved by GATRA Administrator or their designated staff in writing.

GATRA shall give CONTRACTOR no less than thirty (30) days written notice of the intent to implement major service revisions, and if justified, the parties shall renegotiate the applicable rates and determine the feasibility of such service revisions. "Major" service revisions are defined as an increase or decrease in service hours in excess of 10% of the current service levels within a contract year. Any changes in scope shall be documented by written amendment executed by both parties. If the parties cannot reach an agreement, the CONTRACTOR may, at its option, continue to operate the contract at the original rates or terminate this Agreement upon ninety (90) days written notice.

In the event any federal, state, local or other government body's statutes, laws, orders, rules, guidelines or regulations require material changes in the scope of work hereunder, or the bid specifications of GATRA, CONTRACTOR, upon written notice to GATRA, may request a renegotiation of this Agreement, which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and types or number of vehicles to be used. Any modification of this Agreement resulting from such renegotiation shall become effective on a mutually agreed upon date. If the parties cannot come to an Agreement, either party may terminate this Agreement upon ninety (90) days.

G. The CONTRACTOR, by entering into this Agreement, acknowledges that GATRA Logo brand and other related aspects (e.g. uniforms, paint schemes and designs, timetables and other printed and electronic/digital informational material) are the sole and exclusive property of GATRA and shall not be changed or altered without GATRA's express written consent.

GATRA shall not unreasonably interfere with the management of operations of the Transit System provided, however, that GATRA expressly reserves the right to be fully informed of every aspect of CONTRACTOR's operations, and to make suggestions from time to time on changes in CONTRACTOR's method of operation.

F. GATRA retains the right to contract with other qualified providers as it deems in its best interest provided it is compliant with all federal and state regulatory requirements and commitments.

G. Independent Contractor

The CONTRACTOR is an independent contractor and, except as expressed in a provision of this Agreement which limits the rights or discretion of the CONTRACTOR, all rights, functions, and prerogatives of the management of the CONTRACTOR formerly exercised or exercisable by the CONTRACTOR remain

vested exclusively in the CONTRACTOR management. Without limiting the generality of the foregoing, the CONTRACTOR reserves to itself the right to manage its business; to decide the number and location of its places of business; to decide all equipment and tools to be used; to decide the method and manner of operation; to determine hours, schedules, and assignments of work and work tasks; to determine the starting and quitting times; to require reasonable overtime; to maintain order and efficiency in its operation; to hire, lay off transfer and promote employees; to determine the qualification and competency of employees; to require reasonable standard of performance; to direct the workforce; to determine and redetermine job content; to make and enforce such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its business; to discipline, demote and discharge employees.

H. Indemnification

The CONTRACTOR shall defend, indemnify and hold GATRA harmless and its consultants, agents, officials and employees of any of them, from and against any and all claims, suits, losses, or liability, including attorneys' fees and litigation expenses, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents, contractors, or employees, , whether caused in part by a party indemnified hereunder. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

ARTICLE IV. Agreements

The CONTRACTOR further covenants and agrees as follows:

A. Fares.

The CONTRACTOR shall collect all fares approved by GATRA applicable to this Agreement in a manner established by GATRA. Fares are subject to change as determined by GATRA and are the property of GATRA.

B. Records.

The CONTRACTOR will maintain such records of its operations, maintenance, and financial activity in such form and in such manner as GATRA may from time to time require and as otherwise required by applicable law including applicable records retention schedules. The CONTRACTOR shall submit to GATRA a monthly financial statement of activity and other reports required by GATRA no later than the 15th of each month covering the activity of the previous month. Records maintained pursuant to this Agreement shall be subject to the Massachusetts Public Records Law.

C. Information and Reports.

Authorized officials of GATRA, its member communities, the Commonwealth of Massachusetts, or the United State of America will be permitted to inspect and audit the books and records maintained by the CONTRACTOR, provided only that such inspection or audit must be conducted within the normal working hours and at the place where such books and records are conveniently maintained. The CONTRACTOR agrees that it will cooperate to

the fullest extent possible to assist auditors employed by GATRA to complete the annual audit and to comply with all reasonable requests and recommendations of said auditors. The CONTRACTOR will be required to confirm certain representations to GATRA in conjunction with GATRA's annual audit. In the event of the termination of this Agreement before expiration of its term, the CONTRACTOR shall furnish a complete and final copy of all such records and accounts.

The CONTRACTOR shall provide necessary reports that may be required by GATRA, its funding partners, regulatory agencies, and GATRA as may be required in its oversight role and for the purpose of fulfilling its responsibility in the provision of public mass transportation service.

The CONTRACTOR shall assist GATRA, to the extent practicable, in compiling such additional data relative to operations as may be useful in transportation planning and programming.

The CONTRACTOR shall meet with GATRA when requested to review the CONTRACTOR'S financial performance budget, for the Transit System, to actual forecasting, general ledger, accounts payable detail and accounts receivable detail.

D. The CONTRACTOR will not, directly or indirectly, unreasonably increase the wages, salary, benefits, or other remuneration of any of its employees (other than employees who are also corporate officers) from current amounts and levels in force as of the effective date of this Agreement. This paragraph shall not limit any of the CONTRACTOR'S obligations under applicable law, or existing and effective collective bargaining agreements.

E. The CONTRACTOR will not hire additional administrative or supervisory employees or temporary help, so as to increase the number of such employees or temporary help beyond the number employed at the effective date of this agreement without the prior written consent of GATRA, except in the event of an emergency or other extraordinary condition that makes it impractical to obtain prior approval of GATRA as allowed in the approved budget between GATRA and the CONTRACTOR. The CONTRACTOR will inform GATRA in writing as soon thereafter as practical. Notwithstanding the foregoing, the CONTRACTOR may hire such additional drivers and technicians, with prior written consent of GATRA, as may be reasonably required to carry out the efficient operation of the GATRA transit system and provisions of this Agreement.

F. The CONTRACTOR will not enter into any contracts for the performance of any labor or services, or the supply of any materials, parts or equipment other than the contracts in force at the effective date of this Agreement, without the prior written approval of GATRA.

ARTICLE V. Obligations

The CONTRACTOR agrees that for and in consideration of being reimbursed in the manner herein provided, it will perform for GATRA all services necessary and incidental to the doing and performing of the following acts and things, to wit:

A. Budget.

The CONTRACTOR shall prepare financial projections and annual budgets that shall contain such detail and supporting documentation as may be required by GATRA. The CONTRACTOR'S annual operating budget for the Transit System shall not be effective unless and until it has been approved by GATRA's Advisory Board.

B. Accounting and Statistics.

The CONTRACTOR shall maintain all its local corporate and financial records in a manner enabling the preparation and rendering of all reports and statistics required by GATRA in the conduct of its business as it more specifically relates to GATRA receiving maximum financial reimbursement at both the State and Federal levels, including the necessary data for the support of all Federal applications and reports required by GATRA.

C. Revenues.

The CONTRACTOR acknowledges that all revenues generated and received as a result of the provision of public mass transportation service and any other related activities under this Agreement including but not limited to: cash fares for fixed route and paratransit services, ticket and pass revenue, parking receipts, claims reimbursements, return of dividends for self-funded programs, property disposition, advertising revenues and any and all incidental and auxiliary revenues generated utilizing any and all assets of GATRA are the sole and exclusive property of GATRA. Revenues are to be directly deposited to an account of GATRA's holding in accordance with GATRA's instructions.

D. Expenses.

GATRA will only reimburse those expenses that are necessary and reasonable for the efficient and effective delivery of service specifically related to this Agreement or as otherwise allowed in the Agreement.

E. Internal Controls.

The CONTRACTOR shall document and maintain a system of internal controls that protect GATRA's assets, revenues, and information while ensuring appropriate separation of duties.

F. Procurement.

The CONTRACTOR, in an effort to achieve a minimum burden on the Commonwealth, the municipalities served by and constituting GATRA, and the Federal Government, agrees:

- a. To act as an agent for GATRA in the lease or purchase of goods and services for use in the Transit System pursuant to this Agreement only and is hereby authorized to utilize GATRA tax exempt status for that purpose only;
- b. That all purchases of materials shall be made in accordance with the CONTRACTOR'S procurement policy that meets with the FTA's most current requirement and applicable law, which shall in no event be less than obtaining at least three (3) bids or quotes, as applicable. GATRA retains the right to refuse to pay for any item for which the CONTRACTOR has failed to attempt to follow the above-mentioned procurement policy. It is understood that the CONTRACTOR is responsible to make all purchases in the most efficient method possible and to

determine that prices are fair and reasonable, in accordance with applicable law.

G. Audit and Inspection of Records.

The CONTRACTOR shall permit authorized representatives of GATRA, the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA), the Comptroller General of the United States, as well as any Massachusetts regulatory agency to inspect and audit all data and records of the CONTRACTOR relating to its performance under the Agreement until the later of the expiration of three (3) years after final payment under this Agreement, or as required by applicable law.

H. Transportation.

The CONTRACTOR shall implement policy in the operation of transportation service, including the following functions as they may be necessary:

- a. Advise GATRA related to the formulation of schedules;
- b. Advise and make recommendations related to headway frequencies;
- c. Conduct transportation checks;
- d. Assist GATRA in the conduction of surveys, such as passenger riding checks on all routes and passenger riding checks to determine the possibility of establishing additional routes or rearrangement of present routes or as needed by GATRA.

I. Maintenance.

The CONTRACTOR shall recommend and implement policy for the direction, supervision, and maintenance of the following:

- a. Establishment, supervision, and maintenance of general garage procedure in accordance with industry best practices;
- b. Selection, training, and general supervision of maintenance personnel;
- c. Study of bus operations in service to ensure minimum requirements;
- d. Recommendation as to the suitability of the equipment for service to be performed;
- e. Establishment of procedures for inspections of buses for mechanical and operational defects and efficient operation;
- f. Implementation of general overall maintenance program consistent with cost controls;
- g. All properties and facilities of GATRA under its control including, but not limited to, the Taunton Terminal at 10 Oak Street, Taunton, the Taunton Maintenance facility at 2 Oak Street, Taunton, MA, the leased facility at 40 Holman Road, Plymouth and the ATC Center, 101 S. Main Street, Attleboro, MA ;
- h. Maintain all assets in accordance with the applicable manufacturer's warranty and maintenance specifications;
- i. Compliance with all federal regulations and requirements related to proper preventative maintenance requirements;
- j. Develop, implement, and maintain a comprehensive maintenance plan or plans for GATRA's concurrence.

J. Personnel and Labor.

The CONTRACTOR shall conduct, supervise, and direct:

- a. Manage and maintain employee relations and employee health program;
 - b. Manage and maintain labor relations pertaining to working agreements with Collectively Bargained or Union employees;
 - c. Manage and maintain working relationships between employees in the manner consistent with GATRA policy;
 - d. Conduct labor negotiating sessions as they pertain to the extension of labor agreements;
 - e. Process and hear all grievances and misunderstandings including, if necessary, final adjudication through arbitration in matters relating to the implementation of the terms of the labor agreement;
 - f. Manage and maintain applicable Homeland Security training for all employees as requested by GATRA.
- K. Purchasing, Stock Keeping, and Records.

The CONTRACTOR shall conduct, supervise, and direct:

- a. Implement all major purchases for parts and supplies and services as they relate to the operation and major disbursements related thereto subject to reporting responsibilities to GATRA prior to the assumption of abnormal and unusual expenditures.
 - b. Direct and supervise the maintenance of adequate inventory records and systems to control receipts and distribution of parts and supplies.
- L. Safety.

The CONTRACTOR shall conduct, supervise, and direct:

- a. The establishment of an acceptable safety and security and loss prevention programs in accordance with Federal Transit Administration (FTA) guidelines and industry best practices to ensure proper protection of GATRA's and the CONTRACTOR's employees, customers, assets, and revenues;
- b. The establishment of an acceptable safety program as it relates to individuals and all employees;
- c. Routine safety meetings;
- d. Routine safety campaigns;
- e. Initial and ongoing reviews of safety equipment and practices;
- f. Research efforts to develop further devices to reduce hazards to safety;
- g. Cooperating with local civic safety committees and commissions in an effort to reduce traffic hazards.

M. Insurance.

The CONTRACTOR shall assist GATRA with the development of insurance specifications, and further assist, as needed, with the procurement of GATRA's comprehensive general liability, workers' compensation and property damage, comprehensive automobile liability and property damage, employee dishonesty and other insurance as GATRA may specify protecting the assets, employees, revenues, and customers of GATRA and the employees of the SUBCORP. The specifications shall maintain a minimum \$5,000,000 in automobile liability coverage. The CONTRACTOR shall be named as an additional insured as its interests may appear. The CONTRACTOR will obtain certificates of insurance from all subcontractors performing services (e.g., landscaping, cleaning) pursuant

to this Agreement, each such policy naming GATRA as an additional insured. The CONTRACTOR shall be required to provide Employer Practices Liability Insurance in and amount not less than \$1,000,000 naming GATRA as an additional insured. The premium shall be a reimbursable expense provided that it is reasonable. As an employer operating within the Commonwealth of Massachusetts, the CONTRACTOR shall be required to keep in force workers' compensation for its General Manager and members of the Designated Management Team (while all remaining personnel employed by the SUBCORP will be covered by GATRA's insurance) and other mandated forms of insurance that may be required and changed from time to time. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination. . CONTRACTOR shall provide GATRA with thirty (30) days' written notice of any cancellation or modification of any insurance policy required by it hereby and shall name GATRA as an additional insured on all such policies (except for Workers' Compensation).

N. Service Effectiveness and Efficiency.

The CONTRACTOR shall cooperate with GATRA in the establishment of measurement criteria for the purpose of delivering service in an effective and efficient manner. The CONTRACTOR shall regularly report data to GATRA as may be reasonably required enabling GATRA to monitor the system performance in the areas of, but not limited to safety, maintenance, customer service, operating productivity, operating efficiency, and on-time performance and financial matters as it relates to this contract. Measurement criteria will be used by GATRA to make policy decisions in the deployment of financial and physical resources for the delivery of service to GATRA region.

O. Customer Service.

The CONTRACTOR shall cooperate with GATRA's customer service program. The CONTRACTOR shall work with GATRA to ensure both entities are in compliance with FTA Americans with Disabilities Circular 4710.1 or most the recently implemented version, as may be amended from time to time.

P. Limited English Proficiency.

The CONTRACTOR shall work cooperatively with GATRA to implement program(s) to reduce barriers to the transit system related to individuals who are not proficient in the English spoken and written language.

Q. Public Relations and Advertising.

The CONTRACTOR shall cooperate and furnish necessary and proper input for the implementation of GATRA's public relations program by others. Said input shall be beyond operational data and will include, but not be limited to, the maintaining of personal contact with all City, Town, and State Departments and regulatory commissions as it relates to permits, charters, and legislative activities. Responsibilities will further include the providing of the necessary operational data required for the conduct of GATRA's advertising campaign.

R. Major Projects and Building Program.

The CONTRACTOR shall assist GATRA with the development of specifications and make recommendations concerning the purchase of rolling stock and the design, construction, or improvement of garages and shops, supply

input for the development of contracts with respect thereto, and supervise and inspect with implementation of such programs and completion of such projects by full report to GATRA.

S. Applicable Law and Regulations.

It is expressly acknowledged by the parties that GATRA is a subdivision of the Commonwealth of Massachusetts that receives funding from local, state, and federal sources, and that all operations of GATRA and the CONTRACTOR are subject to the relevant laws of the member municipalities of GATRA, the Commonwealth of Massachusetts, and the United States of America. It is further acknowledged by the parties that GATRA is the grantee of certain Capital and Operating Grant contracts from the Federal Transit Administration (FTA) and is a party to certain contracts with the Commonwealth of Massachusetts. This Agreement shall be subject to those laws, grants, contracts, etc., and the terms and conditions of any and all grants or contracts into which GATRA shall hereafter enter with any government agency during the term of this Agreement.

T. The CONTRACTOR agrees to comply with all current state and federal regulations and further ensures that the CONTRACTOR and GATRA are in such compliance that the FTA Certifications and Assurances for the Federal fiscal years included in this Agreement (as from time to time amended) are able to be signed and certified.

ARTICLE VI. Management Fee

A. GATRA covenants and agrees as follows:

Management Fee - Cost Proposal Breakdown

	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027
Resident Manager:					
Salary Benefits	215,000.00	222,525.00	230,313.38	238,374.34	246,717.45
Statutory Pension Health / Welfare	27,707.83	28,365.11	29,046.62	29,753.27	30,486.00
Subtotal:	8,600.00	9,163.50	9,746.72	10,350.36	10,975.12
	41,339.39	46,300.12	51,856.13	58,078.87	65,048.33
Expenses:	\$ 292,647.22	\$ 306,353.73	\$ 320,962.85	\$ 336,556.83	\$ 353,226.89
Automobile	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
RGM Relocation					
Travel Dues & Subscriptions	2,000.00	2,070.00	2,142.45	2,217.44	2,295.05
Other	1,090.00	1,128.15	1,167.64	1,208.50	1,250.80
Subtotal:	87,259.42	90,826.48	94,620.73	98,662.37	102,973.80
Total Fee:	\$ 102,349.42	\$ 106,024.63	\$ 109,930.81	\$ 114,088.31	\$ 118,519.64
	\$ 394,996.64	\$ 412,378.36	\$ 430,893.66	\$ 450,645.14	\$ 471,746.54

The Management Fee shall be paid in arrears due on the fifteenth day of the following month for which services were rendered as evidenced by a written invoice provided to GATRA, upon GATRA's acceptance of the monthly financials as described herein. Each undisputed monthly installment shall be paid directly to the CONTRACTOR and shall not be included in the CONTRACTOR's requisitions or requests for funds or within the statement of Income and Expenses. The management fee shall be paid in consideration of the CONTRACTOR performing and overseeing the services set forth in this Agreement. All other charges above the fixed monthly fee must be approved by GATRA Administrator in order to be an eligible reimbursable expense.

In the event sums due and payable are not paid within forty-five (45) calendar days, a late charge of 1.5% per month, of the outstanding balance will be assessed on the account. In the event non-disputed amounts remain outstanding after sixty (60) days, CONTRACTOR may suspend service until such time as all amount are paid, or the Agreement is terminated in accordance with the terms herein.

B. The compensation including wages, benefits, pension, health and dental insurance, employment related taxes and insurance, and all other costs of the General Manager and members of the Designated Management Team, except travel as provided below, shall be paid by the CONTRACTOR from the Management Fee referred to in paragraph A above or other sources and shall not be charged to GATRA as a reimbursable operating expense pursuant to this Agreement.

The CONTRACTOR may be entitled to include as a reimbursable expense all reasonable travel, lodging, food, and other expenses incurred by the General Manager, members of the Designated Management Team, or employee of the SUBCORP for business related activity consistent with GATRA'S travel reimbursement policies then in force.

The CONTRACTOR shall maintain adequate records and backup receipts for all reimbursable travel expenses. GATRA reserves the right with prior notice to the CONTRACTOR to limit or restrict reimbursable travel as it determines appropriate. GATRA may, at its discretion, provide a GATRA vehicle for the use of the General Manager, members of the Designated Management Team, or employees of the SUBCORP. GATRA may, at its discretion, directly pay for any travel expense of the General Manager, members of the Designated Management Team, or employees of the SUBCORP.

The CONTRACTOR shall be responsible for the proper reporting to any taxing authority the amount of economic or compensatory benefits derived by the General Manager, members of the Designated Management Team, or any other employee of the CONTRACTOR from the use of an GATRA vehicle for use in accordance with applicable IRS and state taxing authority regulations.

ARTICLE VI. General Provisions

A. The CONTRACTOR agrees it will assume no extraordinary cost

obligations or make capital investments or disbursements related to its intrastate transportation operations without prior written approval of GATRA. Any extraordinary expense items incurred by the CONTRACTOR but not approved by GATRA shall not be subject to cost revenue equalization and shall not be construed as being part of operating expenses.

B. The CONTRACTOR, over and above assuming the full operating responsibility connected with the implementation of GATRA's public transportation development program, will cooperate in every way reasonable with GATRA's staff in the preparation of all materials designed to assure GATRA the maximum of Federal and State assistance.

C. The CONTRACTOR will further do all things legally ordered by GATRA without assuming financial responsibility unless reimbursed by GATRA to promote, develop, and expand the qualitative and quantitative characteristics of the service provided within the existing service area. In general, the CONTRACTOR will do all things necessary to promote the well-being and success of GATRA in the performance of its purposes, functions, and operations as specified in Massachusetts General Laws Chapter 161B.

D. GATRA has the right of approval, which approval shall not be unreasonably withheld or delayed, of the corporate officer of the CONTRACTOR who will be responsible for the discharge of the obligations of this Agreement. The Agreement cannot be assigned without GATRA's written approval.

E. Inspections.

GATRA and authorized representatives of the U.S. Department of Transportation (DOT) Federal Transit Administration (FTA), the Comptroller General of the United States, as well as any Massachusetts regulatory agency shall have access to the site and shall have the right to inspect all local work, and associated documentation, performed by the CONTRACTOR during the term of this Agreement.

F. Evaluation.

The CONTRACTOR agrees to, during the term of this Agreement, meet with GATRA to discuss both GATRA and the CONTRACTOR goals and objectives, and measure performance against previously recorded objectives. Such meetings should occur on an annual basis, at a minimum, unless requested by GATRA or the CONTRACTOR.

ARTICLE VII. Liabilities

At the termination of the agreement or any renewal thereof, the parties agree that GATRA assumes no liabilities of the CONTRACTOR other than:

A. Purchase orders for materials ordered in the normal course of business prior to the date of termination by the CONTRACTOR and as yet not received or paid for by the CONTRACTOR.

B. The accrued vacation liability of the CONTRACTOR's employees which will be assumed by GATRA or its designated operator.

C. Unavoidable accrued or delayed charges which may have been incurred during the life of the Agreement by the CONTRACTOR, but for which the CONTRACTOR is not billed until after termination of the Agreement; these may include, but not be limited to, charges for workers compensation or bus liability insurance which

are not billed until the termination of the policy, as well as final quarterly tax returns dealing with FICA and federal withholding taxes.

ARTICLE VIII. Labor Matters

A. During the term of this Agreement the CONTRACTOR will fulfill all obligations as outlined in the collective bargaining agreement presently existing or hereafter negotiated.

B. Should the CONTRACTOR cease to act as the Contractor for GATRA at the expiration of this Agreement which provides for the full operating assistance to the CONTRACTOR, GATRA agrees to assume all present and future obligations under the terms of the labor agreement referred to herein and further agrees to accept the employment responsibility of all of the employees covered by said agreement, together with those employees of the supervisory and management group, other than corporate officers of the CONTRACTOR not covered by said labor agreement. GATRA reserves the right to assign said responsibility to any other Contractor that it may choose at the expiration of this Agreement.

C. Equal Employment Opportunity.

In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, creed, sex, age, disability, or national origin, or any other category protected by state or federal law. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their basis of race, color, creed, sex, age, disability, or national origin, or any other category protected by state or federal law, including but not limited to Title VI of the Civil Rights Act of 1964, as amended, and including but not limited to any implementing requirements the FTA may issue and/or any applicable state regulatory requirements. Such actions shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, as applicable, with the exception of subcontracts or subcontractors for standard commercial supplies or raw materials.

ARTICLE IX. Management Team

A. The CONTRACTOR will furnish a full-time General Manager and Assistant General Manager who shall be selected and serve in that capacity with the prior written approval of GATRA, which approval shall not be unreasonably withheld or delayed, and shall provide the day-to-day management of the Transit System for and on behalf of GATRA. The CONTRACTOR will also furnish the proposed members of the Designated Management Team who shall be selected and serve in the identified capacities with the prior written approval of GATRA, which approval shall not be unreasonably withheld or delayed, and shall assist with the day-to-day management of the Transit System for and on behalf of GATRA.

8. The parties acknowledge that the General Manager, Assistant

General Manager and members of the Designated Management Team are the key personnel being provided by the CONTRACTOR pursuant to this Agreement. If either the General Manager or a member of the Designated Management Team is unavailable on a regular, full-time basis for any reason for more than sixty (60) consecutive days, the CONTRACTOR will be required to furnish a qualified replacement manager, subject to prior written approval of GATRA. If the CONTRACTOR fails to provide a manager acceptable to GATRA, GATRA will have the right to terminate this Agreement for cause as provided herein. GATRA's approval of the replacement General Manager or Designated Management Team member may not be unreasonably withheld or delayed.

If GATRA does not seek to terminate the Agreement for cause after sixty (60) consecutive days of absence of the General Manager and/or a member of the Designated Management Team, GATRA may impose a penalty of \$500 per day for each day that the CONTRACTOR fails to provide a qualified and GATRA approved manager.

ARTICLE X. Miscellaneous

A. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof. Either party may submit a controversy or claim arising out of this Agreement to any mutually agreed to mediation service for non-binding mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. Notwithstanding the foregoing, either party may instead submit any dispute arising hereunder only in a court of competent jurisdiction located within the Commonwealth of Massachusetts at any time.

B. To the extent that the provisions hereof are inconsistent with the provisions of any applicable law or regulation, the latter shall control, and this Agreement shall in all respects be subject to such applicable laws and regulations.

C. All references to the term of this Agreement shall be construed as including any extensions thereof. Any terms used herein which are defined in Massachusetts General Laws Chapter 161B shall be construed as having the meaning established by said Chapter 161B. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

D. In connection with the performance of this Agreement, the CONTRACTOR will cooperate with GATRA in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) and will use its best efforts to ensure that DBE's shall have the

maximum practicable opportunity to compete for subcontract work under this Agreement.

E. Standard of Conduct.

The CONTRACTOR hereby adopts the Standards of Conduct, as hereinafter set forth in this section, which are established for all employees not covered by a collective bargaining agreement, officers, and directors so employed under the terms of this Agreement.

No employee, officer, agent, or director of the CONTRACTOR shall:

- a. Accept other employment which will impair their independence of judgment in the exercise of their duties;
- b. Use or attempt to use their position to secure unwarranted privileges or exemptions for themselves or their family or others;
- c. By their conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy their favor in the performance of their duties, or that they are unduly affected by the kinship, rank, position, or influence of any party or person.

It is the policy of GATRA that its Contractors and their employees comply with the highest legal and ethical standards in the conduct of its business affairs. All management level employees must comply with the Commonwealth of Massachusetts conflict of interest law, MGL c.268A and c.268B and must complete the online training provided on the mass.gov/ethics website every two years.

F. Related Party Transactions.

The CONTRACTOR is required to disclose in advance any "Related Party" that it may seek to use, engage, employ, compensate, or provide any economic benefit, to be reimbursed by GATRA outside of the Management Fee during the term of this Agreement. Related parties consist of any employee, subcontractor, supplier, or affiliate of the CONTRACTOR, including (a) its management, directors, partnership, proprietorship, LLC, business trust, or other enterprise managed by, controlled or principally owned by any member of the CONTRACTOR'S management, directors, and principal owners and their immediate families, (b) any party that may, or does, deal with the enterprise and has ownership of, control over, or can significantly influence the management or operating policies of another party to the extent that an arm's-length transaction may not be achieved. All related party transactions must be approved in advance by GATRA Administrator or his/her designated staff.

G. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or

regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

H. Notices.

Any notes or other communications required or permitted hereunder shall be sufficiently given if sent by certified mail, postage prepaid, and addressed as follows:

To GATRA:

GATRA
10 Oak Street
Taunton, MA 02780


To: National Express Transit Corporation

National Express/Kiessling Transit
2601 Navistar Drive
Lisle, IL 60532


With a copy to:

KP Law, P.C.
101 Arch Street, Floor 12
Boston, MA 02110

IN WITNESS WHEREOF, each of the parties hereto have caused this instrument to be executed in several counterparts and its corporate seal to be affixed by its officers, thereunto duly authorized, as of the day and year first above written.


Mary Ellen A DeFrias (Jan 30, 2023 18:06 EST)
Mary Ellen DeFrias
Administrator

date: Jan 30, 2023


Erick Van Wagenen (Feb 1, 2023 14:22 PST)
Erick Van Wagenen
National Express Transit Corporation

date: Feb 1, 2023











National Expresss Contract FY2023

Final Audit Report

2023-02-01

Created:	2023-01-30
By:	Nancy Foley (nfoley@gatra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfHC7qxe9C-r86casCRIpt8jAFB692C7

"National Expresss Contract FY2023" History

-  Document created by Nancy Foley (nfoley@gatra.org)
2023-01-30 - 10:57:32 PM GMT- IP address: 69.64.105.29
-  Document emailed to mdefrias@gatra.org for signature
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-  Signer mdefrias@gatra.org entered name at signing as Mary Ellen A DeFrias
2023-01-30 - 11:05:58 PM GMT- IP address: 174.228.166.187
-  Document e-signed by Mary Ellen A DeFrias (mdefrias@gatra.org)
Signature Date: 2023-01-30 - 11:06:00 PM GMT - Time Source: server- IP address: 174.228.166.187
-  Document emailed to erick.vanwagenen@wedriveu.com for signature
2023-01-30 - 11:06:01 PM GMT
-  Email viewed by erick.vanwagenen@wedriveu.com
2023-02-01 - 8:00:06 PM GMT- IP address: 50.239.182.122
-  Signer erick.vanwagenen@wedriveu.com entered name at signing as Erick Van Wagenen
2023-02-01 - 10:22:44 PM GMT- IP address: 50.239.182.122
-  Document e-signed by Erick Van Wagenen (erick.vanwagenen@wedriveu.com)
Signature Date: 2023-02-01 - 10:22:46 PM GMT - Time Source: server- IP address: 50.239.182.122
-  Agreement completed.
2023-02-01 - 10:22:46 PM GMT

ATTACHMENT 3

CONTRACT BETWEEN
THE
GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
AND
KIESSLING TRANSIT INC. FOR MICROTRANSIT SERVICES

Agreement this 30th day of January 2023, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and Kiessling Transit Inc., a duly organized and existing Massachusetts corporation, having a usual place of business at 121 Depot Street, Bellingham, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

WHEREAS, GATRA desires to engage the Contractor to provide service within and between the service area as further described in Exhibit 1 of the Agreement; and

NOW, THEREFORE, GATRA and the Contractor in consideration of the mutual covenants and agreements below, do hereby agree as follows:

I. CONTRACT DOCUMENTS & COMPENSATION

- A. This Contract is part of the Contract Documents that include the GATRA Request for Proposals for Management Services for Both Fixed Route and Demand Response Services, dated September 1, 2022, along with any associated addendums, the Contractor proposal dated October 6, 2022, insofar as it pertains to the provision of Microtransit Services, and Exhibits 1-4, attached hereto. All Federal and State regulations and certifications contained in the Contract documents are in effect and must be strictly adhered to by the Contractor.
- B. Compensation for services provided by Contractor pursuant to this Agreement shall be as provided in Exhibit 3. The rate of compensation to be provided pursuant to this Agreement (\$59.91/hour) as identified in Exhibit 3 will be reviewed at the completion of the first six months of this Agreement, and every six months thereafter, for purposes of evaluating the hourly rate to be charged going forward, and the parties agree to renegotiate the hourly rate in good faith, as may be necessary, based upon this schedule of review. The rate of compensation as stated in Exhibit 3, as may be amended from time to time pursuant to such negotiations, shall remain in effect until such time as a new rate is agreed upon by the parties. Failure of the parties to agree on increases/decreases to the hourly rate within twelve months of initiation of negotiations as provided herein shall constitute the basis for a termination for convenience by GATRA.

II. OBLIGATIONS AND AGREEMENTS OF KIESSLING TRANSIT INC. ("Contractor")

- A. The Contractor agrees that all of its drivers shall be duly licensed and have valid medical cards as required by the Commonwealth of Massachusetts, and under the regulations of the Federal Highway Administration. The Contractor further agrees to review the motor vehicle record of each driver it employs to determine whether that driver meets minimum requirements for safe driving or is disqualified to drive a commercial motor vehicle.
- B. The Contractor agrees that all drivers prior to working under this contract shall have successfully completed training in the following: Disability Awareness, Accessible Lift Use & Passenger Securement, Drug & Alcohol Awareness for Safety Sensitive Employees, Defensive Driving, Bodily Fluid Spill procedures, Cardiopulmonary Resuscitation, and basic emergency first aid.

Further, as required by the Massachusetts Department of Transportation's Mobility Assistance Program, drivers will be retrained as follows: every two years in Defensive Driving, Accessible Lift Use & Passenger Securement, basic emergency first aid, Cardiopulmonary Resuscitation; and every three years in Disability Awareness. Training certifications for each driver under this contract shall be provided to GATRA by the Contractor at the conclusion of each training.

- C. The Contractor agrees that all drivers prior to working under this contract shall have completed pre-employment drug and alcohol screening and have a verified negative result in accordance with Federal Transit Administration Drug and Alcohol Program regulations. Evidence of the order for testing as well as the verified negative results and acknowledgement from the employee that they have received the Contractor's Drug and Alcohol Policy will be provided by the Contractor to GATRA upon request. GATRA agrees to keep these documents in a secure location at all times.
- D. The Contractor agrees to only use GATRA owned vehicles for transit purposes as contemplated under this Agreement and for the service areas and times described in Exhibit 1.
- E. The Contractor agrees that it will comply with industry and vehicle manufacturer standards and adhere to the preventative maintenance schedule as prescribed by GATRA to maintain in good repair, mechanical condition and working order all vehicles utilized by the Contractor to provide service under this Agreement. Under this contract GATRA is responsible for the regular and preventative maintenance of all GATRA vehicles. This includes all parts, labor and associated costs. The Contractor is responsible to notify GATRA immediately of any deterioration or defect so that these may be corrected.
- F. Vehicles must be washed and cleaned thoroughly by the Contractor at least once per week.

- G. The Contractor agrees that it shall immediately report all accidents to the proper authorities, including the GATRA Administrator and will issue written reports concerning such accident to GATRA for its review within 48 hours of such accident. These written reports should include the Registry of Motor Vehicles Accident Report form, the Federal Transit Authority (FTA) Post Accident Drug and Alcohol Testing Decision Form, and any other documentation that may be required by GATRA during the term of this contract. If it is determined by the Contractor using the Federal Transit Authority (FTA) Post Accident Drug and Alcohol Testing Decision Form that the driver or other safety sensitive employee is to be sent for testing the order for testing as well as the results are to be provided to GATRA as soon as they become available.
- H. The Contractor agrees to document and resolve, if possible, any valid service complaints it receives and forward a report of the complaint as well as the resolution to the GATRA administrative office within the calendar month it occurs. Further, the Contractor agrees to notify GATRA immediately if a Title VI complaint, as described in Section V Subpart H., is received.
- I. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements as required by GATRA.
- J. The Contractor agrees to submit invoices to GATRA by the seventh 7th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibits 1 and 3 of this Agreement and on the form provided.
- K. The Contractor agrees that it will maintain an accounting system for services rendered under this Agreement which is approved by GATRA.
- L. The Contractor is responsible for obtaining three estimates/quotes for any item to be purchased under this contract which exceeds \$500.00. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates/quotes.

The Contractor shall utilize to the extent possible companies that are determined to be Disadvantaged Business Enterprises (DBE's) by the Massachusetts Supplier Diversity Office, as detailed in Section V Subpart G of this contract. GATRA will assist the Contractor in locating these companies if necessary. The Contractor agrees to notify GATRA if it purchases from or contracts with a DBE.

- M. The Contractor agrees that liquidated damages as provided in Exhibit 2 of this contract shall be deducted from its compensation due under Section "III" Paragraph A for violations of this contract.
- N. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance with the provisions of Chapter 30A, §§18-25 of the Massachusetts General Laws, insofar as applicable. All parties will be notified of a decision within (30) days of the appeal hearing.
- O. All revenue received from fares, resulting from operation of this service, shall be the exclusive property of the Contractor, and shall be deducted from operating expenses billed to GATRA.
- P. The Contractor agrees that it shall be wholly liable for all suits, acts of its employees, damages and costs arising from the operation of the service(s) described in Exhibit 1 and Exhibit 3 of this Agreement.
- Q. The Contractor agrees to hold harmless, protect, defend and indemnify the Commonwealth of Massachusetts, GATRA and its officers, employees, agents and volunteers, jointly and severally, against all loss and/or damage arising out of the transportation services rendered under this Agreement including cost of defense provided such loss or damage is caused by the negligence of the Contractor, its employees and/or officials.
- R. Contractor is required to obtain worker's compensation insurance covering all employees of Contractor, as required by the Massachusetts Worker's Compensation Act, as amended.
- S. The Contractor shall obtain and keep in force during the term hereof, appropriate forms of insurance coverage for vehicles that are owned by the Contractor and designated to be operated under this Agreement. All insurance policies shall be by their terms or by specific endorsement designate GATRA as additional insured. GATRA, its employees, officers and Advisory Board shall be named insured under such policies of insurance.

The Contractor agrees to provide satisfactory proof of such insurance to GATRA within 7 days of the execution of this agreement. Prior to the expiration of any insurance, the Contractor shall furnish evidence of renewal to GATRA. Policies shall contain an endorsement providing that written notice shall be given to GATRA at least 30 days prior to termination, cancellation, or reduction in coverage in any policy.

- T. Any deductible not paid by applicable insurance is to be the responsibility of the Contractor and shall be paid by the Contractor as it relates to the vehicles designated herein and to the operation of said vehicles.
- U. The Contractor agrees to maintain telephone systems having numbers which are advertised for scheduling of trips. Contractor shall answer said phones during hours when service is demand response provided.
- V. The Contractor agrees that all of its drivers shall undergo a Criminal Offender Record Information (CORI) check, with results verified, prior to working under this contract. The CORI must remain on file at the Contractor's place of business and must be conducted annually thereafter. The Contract further agrees that it will follow the Department of Criminal Justice Information Services' (DCJIS) requirements for CORI request procedures.

III. OBLIGATIONS AND AGREEMENT OF GATRA

- A. Provided that the Contractor complies with Section II.J., above, GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing January 30, 2023 and ending January 30, 2028 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation, and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibit 1 and Exhibit 3. Monthly costs are subject to the approval of GATRA. If the Contractor expends funds in excess of such budget amount for the provision of the services contained hereunder, such expenditure must be approved by GATRA in order for Contractor to be entitled to payment.
- B. GATRA agrees to notify the Contractor, in writing, within ten (10) days of the receipt of the monthly cost statement, of any disallowed costs and the reason for such disallowance.
- C. GATRA will obtain and keep in force during the term hereof, forms and amounts of insurance coverage for GATRA owned vehicles operated under this agreement as deemed appropriate by GATRA. GATRA will add the Contractor as additional insured under such policies.
- D. GATRA shall have final authority in determining, from time to time, the types and schedules of service to be provided under this Agreement.
- E. GATRA agrees to notify the Contractor of any changes in service policies, in writing, a minimum of thirty (30) days prior to the planned change(s).

- F. GATRA shall determine the fares to be charged to the general public. GATRA reserves the right to change these fares with a minimum thirty (30) days written notice of such change(s) to the Contractor and subject to any public hearing requirements of GATRA.
- G. GATRA agrees to assume all responsibility for marketing activities related to the service(s) described in Exhibit 1.

IV. GENERAL CONDITIONS

- A. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.
- B. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an agent for GATRA only in the lease or purchase of goods and services for use in providing the services described in Exhibit 1. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.
- C. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.
- D. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.
- E. The parties recognize and agree that Exhibits 1, 2, 3, and 4 attached hereto are incorporated herein by reference and made a part of this contract.
- F. GATRA receives funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will comply with the Federal Administration Required Clauses.

V. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

- A. Drug and Alcohol Testing – The Contractor agrees to comply with the provisions of the following programs: U.S. DOT regulations “Drug Free workplace Requirements”, 49

C.F.R. Part 29, Subpart F, FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations", 49 C.F.R. Part 655 and FTA regulations, "Prevention of Alcohol Misuse in Transit Operations", and 49 C.F.R. Part 40 "Procedures for Transportation Workplace Drug and alcohol Testing Procedures", as amended.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the Commonwealth of Massachusetts, or GATRA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655.73(i) and review the testing process. In accordance with 49 CFR Part 655.73(i), upon request by GATRA, the contractor must disclose USDOT drug and alcohol testing information and records required to be maintained under 49 CFR Parts 40 and 655, pertaining to any employee that conducts services under this contract. "The Contractor agrees further to certify annually its compliance with Part 655 before July 31st of each year and to submit the Management Information System (MIS) reports before February 15th of each year to GATRA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and will be supplied by GATRA to the Contractor.

- B. Charter Service - The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- C. School Bus Operations – The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- D. Energy Conservation - 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.

- E. Clean Water/Clean Air – The Contractor agrees: (1) It will not use any violating facilities; (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” (3) It will report violations of use of prohibited facilities to FTA; and (4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C §§ 1251 – 1387).
- F. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
- G. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 26). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every practicable opportunity to participate in the performance of contracts relating to GATRA’s construction, procurement and professional service activities.

In the performance of this Agreement, the Contractor shall cooperate with GATRA in meeting commitments and goals with regard to the maximum utilization of DBEs.

- H. Civil Rights Requirements - GATRA is an Equal Opportunity Employer. As such, GATRA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GATRA agrees to comply with the requirements of 49 U.S.C § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination** - In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
3. **Age** - In accordance the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 43 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.
4. **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1991, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

I. Termination

1. **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 GATRA'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. If the Contractor has any property in its possession belonging to GATRA, the Contractor will account for the same, and deliver it in the manner GATRA directs.
2. **Termination – Without Cause.** Either party to this Contract shall have the right to terminate this Contract without cause during said term provided that either party notify the other of such desire by 45-day notice in writing.
3. **Termination for Cause.** If the Contractor fails to perform the services described in Exhibit 1, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for cause. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of any default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

4. **Opportunity to Cure.** GATRA may, at its sole discretion, in the case of a termination for cause, allow the Contractor up to thirty (30) days in which to cure any breach or default under this Contract. 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 of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from GATRA setting forth

the nature of said breach or default then GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for breach or 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.

5. **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 shall not limit GATRA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

J. Access to Records and Reports –

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to GATRA and the FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

- K. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GATRA 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.

L. No Obligation by the Federal Government – GATRA and the 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. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

M. Program Fraud and False or Fraudulent Statements - 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 Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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.

N. Transit Employee Protective Agreements - The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its

Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

- O. Debarment, Suspension, Ineligibility and Voluntary Exclusion - The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award.
- P. Lobbying Restrictions – The Contractor certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Q. 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 4220.1F, dated March 18, 2013, and 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.

VI. Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced JANUARY 30, 2023 as herein set forth and all services called for by this Agreement shall terminate at midnight on JANUARY 30, 2028.

IN WITNESS WHEREOF, the parties duly authorized have hereunto set their hands and seals the day and year first above written.

KIESSLING TRANSIT INC.

GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY

Erick Van Wagenen Jan 27, 2023

Mary Ellen A. DeFrias Jan 27, 2023

Erick Van Wagenen
Chief Executive Officer

Mary Ellen DeFrias
Administrator

EXHIBIT 1

GATRA GO EXPLORE: Pembroke	Mon-Fri	6:00 a.m. - 6:00 p.m.
GATRA GO SEACOAST: Scituate	Mon-Fri	7:30 a.m.- 5:30 p.m.
	Saturday	9:00 a.m. – 5:00 p.m.
	Sunday	12:00 p.m.- 5:00 p.m.
GATRA GO UNITED: In Franklin, Foxborough, Norfolk, Norton, Mansfield and Wrentham with destinations in Plainville & Bellingham	Mon-Fri	6:30 a.m.- 8:00 pm.
	Saturday	9:00 a.m. – 8:00 p.m.
	Sunday	12:00 p.m.- 6:00 p.m.

EXHIBIT 2

CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

It is agreed between the parties that damages for breach of certain provisions of this Contract would be difficult to ascertain and that liquidated damages should be employed to compensate the Authority for damages caused by such breaches. It is also agreed between the parties that this contract shall continue until terminated according to the appropriate provisions of the contract and that employment of this liquidated damage provision of itself shall not be grounds for termination of this Contract.

Liquidated Damages are as follows:

1. FAILURE TO WASH AND CLEAN VEHICLE EACH WEEK:
Twenty-five and 00/100 (\$25.00) Dollars per breach.
2. FAILURE TO AFFIX AUTHORITY'S LOGO:
Twenty-five and 00/100 (\$25.00) Dollars per breach.
3. FAILURE TO SUBMIT REPORTS UNDER SECTION I, PARAGRAPH "I" AND "O":
Twenty-five and 00/100 (\$25.00) Dollars damage for each report not submitted on a timely basis, or if the submitted report is inaccurate or if the submitted report is incomplete, provided that the total failure to provide reports is a substantial breach of contract for which the Authority may terminate contract.
4. FAILURE TO REPORT MOTOR VEHICLE ACCIDENTS ON A TIMELY BASIS IN ACCORDANCE WITH SECTION I, PARAGRAPH "M":
One hundred and 00/100 (\$100.00) Dollars per breach.
5. FAILURE TO REPORT OPERATIONAL PROBLEMS UNDER SECTION I, PARAGRAPH "N":

One hundred and 00/100 (\$100.00) Dollars per breach. This amount will be deducted if services are not provided for any one day as described in Exhibits 1 and 1-2. Missed trips due to mechanical failure will not be assessed a penalty. However, if eight or more missed trips occur in any calendar month due to mechanical or other operational failure, a damage claim of twenty-five and 00/100 (\$25.00) Dollars will be assessed by the Authority. Repeated failures by the Contractor to perform the service as described in Exhibits 1 and 1-2 will result in termination of the contract under Section IV, Subpart I.

EXHIBIT 3

Kiessling Transit Inc. Microtransit Proposal



Kiessling Transit, a National Express Company

Microtransit Proposal

January 2023





Microtransit – WHAT'S INCLUDED

Dedicated microtransit team led by Chris Tirrell and with a dotted line to Chuck, all overseen by Ron.

5 dedicated reservationists/dispatchers to cover all hours of service

Road Supervisor

10+ drivers – all fully checked, trained

technician dedicated to GATRA vehicles
utility worker for vehicle cleaning

regular preventative maintenance on 20 vehicles

10 vehicles cleaned daily/weekly
fueling

Bellingham facility for vehicle maintenance, cleaning and storage

Corporate support from Steph and Jason

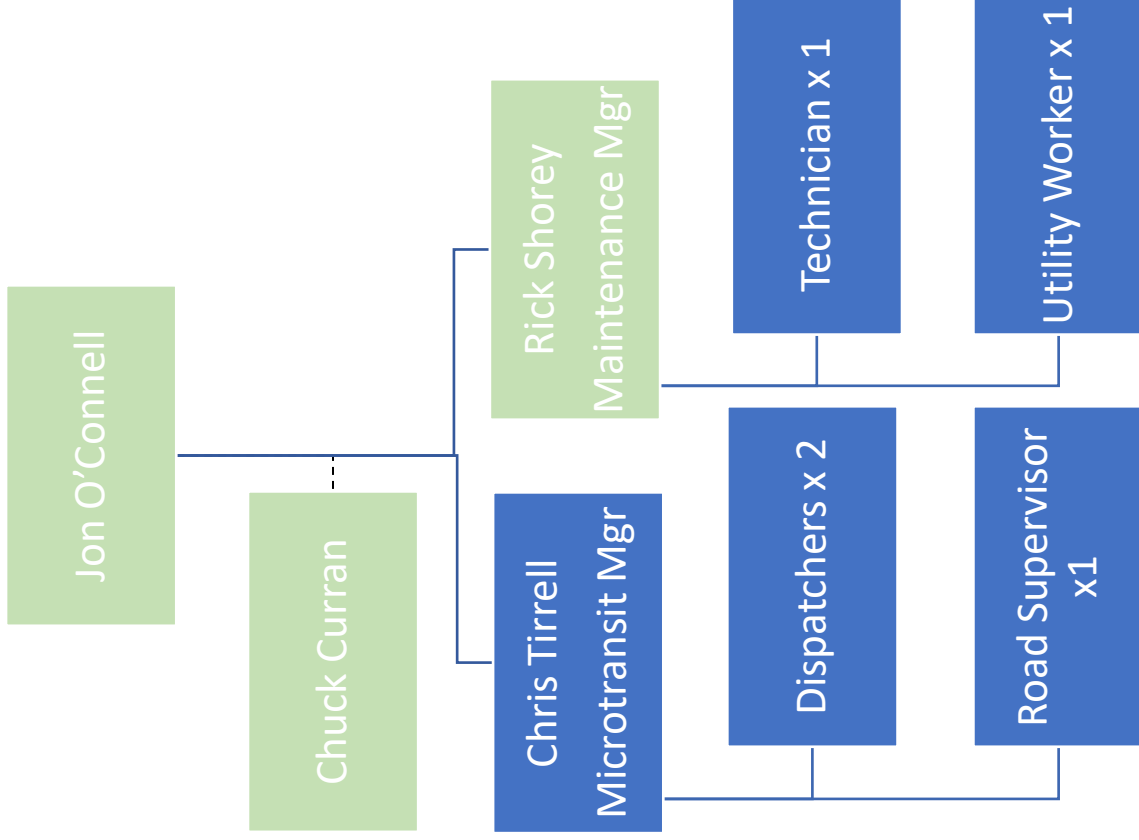
Donar and DriveCam for safety monitoring and improving driver performance.

\$9.91 per hour





ORGANISATION CHART



GATRA GO / Kiessling				
	Kiessling Curr	NEXT Proposed	Variance	
Fixed:	\$ -	\$ -	\$ -	
Variable:	\$ 57.27	\$ 59.91	\$ 2.64	
Hours:	37,889	37,889	-	
Annualized:				
Fixed:	-	-	-	
Variable:	2,169,903	2,269,777	99,874	
Total Cost:	2,169,903	2,269,777	99,874	
Total Variable Cost Per Hour:	\$ 57.27	\$ 59.91	\$ 2.64	
Reconciling Items:				
Driver Wages (\$19.36 - \$19.65):	14,733	0.39	(14,733)	
Fully allocated dedicated staff (1):	69,384	1.83	(69,384)	
Start-Up (Spread over 5 yrs):	15,760	0.42	(15,760)	
	2,269,780	2,269,777	0	

(1) Dedicated Staff:

- 1 Road Sepervisor
- 2.5 Dispatchers
- 1 Technician
- 1 Utility
- 1 Microtransit Manager

EXHIBIT 4

Kiessling Transit Inc. signed certifications

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: Kiessling Transit

2. Business Address: 2601 Navistar Drive, Lisle, IL 60532

3. When Organized: June 2, 1989

4. Where Incorporated: Massachusetts

5. How many years has your firm been engaged in this business under its present name?: 33

6. Have you ever refused to sign a contract at your original proposal or proposed price?: No

7. Have you ever defaulted on a contract: No

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

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.



Bob Kenna, Chief Operating Officer of Shuttle and Transit

Signed by: Name and Title


DATE: October 4, 2022

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 Bob Kenna 
Name
Kiessling Transit
Company

Chief Operating Officer of Shuttle and Transit
Title
October 4, 2022
Date

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
NON-COLLUSION AFFIDAVIT**

State of Illinois

County of DuPage

Bob Kenna, being first duly sworn,

deposes and says that he/she is Chief Operating Officer of Shuttle and Transit of Kiessling Transit
(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

Bob Kenna *[Signature]*

Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

4th day of October 2022

[Signature]

Signature – Notary Public

My Commission expires 9/21/2025



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.

04-3128408

**Social Security Number of
Federal Identification No.



*Signature of Individual or
Corporate Name

By Bob Kenna, Chief Operating Officer of Shuttle and Transit
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

Bob Kenna, Chief Operating Officer of Shuttle and Transit

Title

October 4, 2022

Date

Kiessling Transit

Organization/Company

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

CERTIFICATE

EQUAL EMPLOYMENT OPPORTUNITY

The Kiessling Transit 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 October 4, 2022 By Bob Kenna 

Title Chief Operating Officer of Shuttle and Transit

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.

Kiessling Transit

FIRM



SIGNATURE

2601 Navistar Drive, Lisle, IL 60532

ADDRESS

Bob Kenna

NAME

Chief Operating Officer of Shuttle and Transit

TITLE

630-821-5400

TELEPHONE NO.

October 4, 2022

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.

October 4, 2022

DATE

Kiessling Transit

COMPANY



SIGNATURE Bob Kenna

Chief Operating Officer of Shuttle and Transit

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.

October 4, 2022

Date

Kiessling Transit

Company



Signature Bob Kenna

Chief Operating Officer of Shuttle and Transit

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 your 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**

Kiessling Transit (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.

Kiessling Transit
Name of Firm

Signature

Bob Kenna, Chief Operating Officer of Shuttle and Transit
Name and Title (Please print or type)

October 4, 2022
Date

SCHEDULE FOR PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISE
(TO BE ATTACHED TO PROPOSAL)

Kiessling Transit

NAME OF PRIME PROPOSER

Name of Disadvantaged Business	Address	Type of Work and Contract Items or Parts Thereof to be Performed	Projected Start and Finish Date For Work	Agreed Price
JCM&Associates, Inc	5443 E. washington	Uniform Supply	Dec 1-Dec 31	\$34,573.50
	Commerce, CA 90040			

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
LETTER OF INTENT**

Kiessling Transit

(Name of Prime Respondent)

The undersigned intends to perform work in connection with the above project as (check one):

an individual DBE a partnership a joint venture

The Disadvantaged Business status of the undersigned is confirmed

(A) on the reference list of Disadvantaged Business Enterprises dated _____, or

(B) on the attached Disadvantaged Business Enterprise Identification Statement

The undersigned is prepared to perform the following work in connection with the above project, (Specify in detail particular work items or parts thereof to be performed):

Supply Uniforms and refelective apparal; embroidery logos NAICS Code 448190

at the following price: \$34,573.50

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

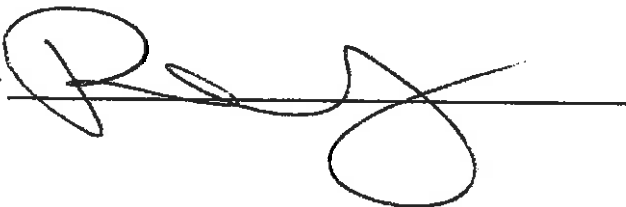
<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
<u>Uniforms</u>	<u>December 1, 2022</u>	<u>December 31, 2022</u>
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GATRA.

Date 10/3/2022

JCM & Associates Inc.

Name of Disadvantaged Business Enterprise

By 

DBE AFFIDAVIT

STATE OF California DATE: 10/3/2022
COUNTY OF Los Angeles S.S. _____

The undersigned being duly sworn, deposes and says that he/she is the
Duly authorized Official
(sole owner; partner; president; treasurer; or other duly authorized official of a corporation)
of JCM & Associates Inc.
(Name of DBE)

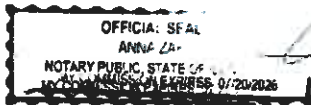
and certifies that since the date of its certification by
MassDOT / MassUCP
(SOMBA or out-of-state certification agency)

the certification has not been revoked nor has it expired nor has there been any change in the minority status
of:
JCM & Associates Inc.

(Name of DBE)

[Handwritten Signature] VP
Signature and Title of
Person Making Affidavit

Sworn to before me this 3rd day of October, 2022



[Handwritten Signature]
Notary Public

NOTE: The Bidder must attach the DBEs most recent certification letter or document to this affidavit.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Acting Secretary & CEO

massDOT
Massachusetts Department of Transportation
DBE Certification Office | MassUCP

December 29, 2021

Mr. Jose Cornejo
JCM & Associates, Inc.
5443 E. Washington Boulevard
Commerce, CA 90040

This letter serves as sole and exclusive proof of your firm's DBE certification

Dear Mr. Cornejo:

Congratulations! The Massachusetts Unified Certification Program (MassUCP), is pleased to notify you that we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned **NAICS Code(s) 448190** with the certified business description of **SUPPLY UNIFORMS AND REFLECTIVE APPAREL; EMBROIDERY LOGOS** and will remain listed in our certified business directory.

As a DBE, you must inform MassUCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of **December 18, 2022**, and each year thereafter, please send the MassUCP the following documents:

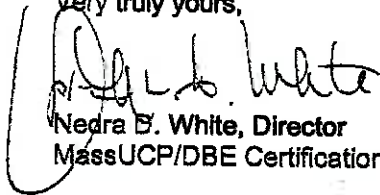
- (1) No Change Affidavit (**will be sent with reminder letter**)
- (2) A **signed** copy of your company's, and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.
- (3) A **signed** copy of your personal tax returns for years(s) indicated.
- (4) If a sole proprietor, a **signed** copy of your Schedule C for year(s) indicated.
- (5) A **statement** of the **number only** of full and part-time employees (including owner) for each year indicated.

If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

MassUCP reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual review, please contact Ms. Nedra D. White, Director, MassUCP at (857) 368-8659.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nedra D. White". The signature is written in a cursive style and is enclosed within a large, hand-drawn oval.

Nedra D. White, Director
MassUCP/DBE Certification Program

DISADVANTAGED BUSINESS ENTERPRISE UNAVAILABLE CERTIFICATION

I, _____

TITLE NAME

of _____, certify that on _____
PRIME BIDDER DATE

I contacted the following Disadvantaged Business Enterprise to obtain an estimate for work items to be performed on GATRA Contract No. _____

Disadvantaged Respondent

Work Items Sought

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project or unable to prepare an estimate for the following reason(s):

N/A

Signature: _____ Date: _____

was offered an opportunity to respond on above-identified work on _____

by _____
Name of Business Enterprise

Date

Source

The above statement is a true and accurate account of why I did not submit an estimate on this project.

Signature of Disadvantaged Business Enterprise

Title

Date: _____

Signature: 
Ma Ellen DeFrias (Jan 27, 2023 15:41 EST)

Email: mdefrias@gatra.org

Signature: *Erick Van Wagenen*
Erick Van Wagenen (Jan 27, 2023 12:49 PST)

Email: erick.vanwagenen@wedriveu.com











Kiessling Microtransit FY2023

Final Audit Report

2023-01-27

Created:	2023-01-27
By:	Nancy Foley (nfoley@gatra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7DiDKsiUW48cqoa92RQn2nCKa0iv3XjF

"Kiessling Microtransit FY2023" History

-  Document created by Nancy Foley (nfoley@gatra.org)
2023-01-27 - 8:38:10 PM GMT- IP address: 69.64.105.29
-  Document emailed to mdefrias@gatra.org for signature
2023-01-27 - 8:39:34 PM GMT
-  Email viewed by mdefrias@gatra.org
2023-01-27 - 8:40:14 PM GMT- IP address: 104.47.55.254
-  Signer mdefrias@gatra.org entered name at signing as Mary Ellen DeFrias
2023-01-27 - 8:41:27 PM GMT- IP address: 174.239.80.152
-  Document e-signed by Mary Ellen DeFrias (mdefrias@gatra.org)
Signature Date: 2023-01-27 - 8:41:29 PM GMT - Time Source: server- IP address: 174.239.80.152
-  Document emailed to erick.vanwagenen@wedriveu.com for signature
2023-01-27 - 8:41:30 PM GMT
-  Email viewed by erick.vanwagenen@wedriveu.com
2023-01-27 - 8:48:23 PM GMT- IP address: 72.166.42.242
-  Signer erick.vanwagenen@wedriveu.com entered name at signing as Erick Van Wagenen
2023-01-27 - 8:49:15 PM GMT- IP address: 72.166.42.242
-  Document e-signed by Erick Van Wagenen (erick.vanwagenen@wedriveu.com)
Signature Date: 2023-01-27 - 8:49:17 PM GMT - Time Source: server- IP address: 72.166.42.242
-  Agreement completed.
2023-01-27 - 8:49:17 PM GMT

ATTACHMENT 4

FY 2024

	Weekday Service						Saturday Service						Sunday Service					
	Ridership	Vehicle Hours		Vehicle Miles		Max Veh. Per Day	Ridership	Vehicle Hours		Vehicle Miles		Max Veh. Per Day	Ridership	Vehicle Hours		Vehicle Miles		Max Veh. Per Day
		Total	Revenue	Total	Revenue			Total	Revenue	Total	Revenue			Total	Revenue	Total	Revenue	
July '2023																		
GATRA Go Explore	194	219	209	1,769	1,536	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	521	221	212	4,393	4,151	1	85	41	39	530	466	1	53	30	28	496	228	1
GATRA Go United	4,518	2,153	1,982	40,367	35,085	10	564	241	230	4,559	4,020	6	231	96	94	1,875	1,518	3
August '2023																		
GATRA Go Explore	246	251	241	2,160	1,857	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	583	252	240	4,686	4,157	1	84	32	30	359	340	1	44	25	22	404	297	1
GATRA Go United	5,176	2,428	2,246	43,078	37,991	12	423	181	174	3,654	3,214	5	173	60	52	1,474	1,239	2
September '2023																		
GATRA Go Explore	280	221	213	2,232	1,940	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	498	218	208	3,860	3,632	1	92	44	41	405	379	1	56	24	22	432	322	1
GATRA Go United	5,140	2,333	2,220	42,496	37,009	13	683	229	218	4,779	4,220	6	250	68	54	1,465	1,173	3
October '2023																		
GATRA Go Explore	273	231	221	2,612	2,199	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	467	238	218	3,585	3,218	1	66	32	26	297	284	1	48	26	25	298	206	1
GATRA Go United	6,381	2,540	2,136	46,426	41,314	14	445	137	132	2,753	2,470	6	296	93	79	2,272	1,881	3
November '2023																		
GATRA Go Explore	267	223	214	2,431	2,056	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	499	220	211	4,031	3,843	1	43	41	32	279	195	1	53	24	24	336	318	1
GATRA Go United	5,616	2,370	2,244	42,439	37,765	14	364	133	130	2,576	2,258	6	138	58	57	1,270	924	3
December '2023																		
GATRA Go Explore	220	210	200	2,115	1,825	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	466	212	203	3,897	3,613	1	84	42	39	448	412	1	66	30	30	359	322	1
GATRA Go United	4,189	2,021	1,983	36,619	32,094	11	456	191	182	3,539	3,087	6	149	62	61	1,321	965	3
January '2024																		
GATRA Go Explore	290	221	160	2,611	2,278	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	508	223	190	3,577	3,194	1	58	34	24	312	286	1	35	24	14	283	219	1
GATRA Go United	4,917	2,074	1,820	40,142	35,262	11	429	175	148	3,268	2,854	6	132	67	50	1,264	974	3
February '2024																		
GATRA Go Explore	251	210	202	2,391	2,105	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	481	212	202	3,299	3,080	1	41	36	28	304	166	1	49	28	28	398	300	1
GATRA Go United	4,671	2,096	1,975	37,817	33,647	12	433	176	169	3,574	3,093	7	162	73	73	1,505	1,120	3
March '2024																		
GATRA Go Explore	330	222	212	2,995	2,789	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	519	222	213	3,212	3,058	1	82	45	43	363	336	1	34	36	34	347	219	1
GATRA Go United	5,586	2,574	2,446	47,070	41,695	13	597	256	244	4,670	4,018	7	204	117	111	1,959	1,613	5
April '2024																		
GATRA Go Explore	261	233	223	2,609	2,290	1	No Weekend Service						No Weekend Service					
GATRA Go Seacoast	550	234	224	3,967	3,759	1	68	36	34	285	256	1	64	36	34	343	277	1
GATRA Go United	6,107	2,788	2,658	49,161	43,272	13	507	202	192	3,798	3,324	7	279	107	103	2,074	1,790	3

May '2024

GATRA Go Explore	277	223	164	2,753	2,514	1			No Weekend Service					No Weekend Service				
GATRA Go Seacoast	558	223	190	3,836	3,675	1	74	36	24	299	262	1	45	37	21	230	197	1
GATRA Go United	6,062	2,724	2,369	49,448	43,036	15	470	192	165	3,677	3,149	7	313	124	107	2,489	2,168	4

June '2024

GATRA Go Explore	257	216	206	2,791	2,461	1			No Weekend Service					No Weekend Service				
GATRA Go Seacoast	537	211	202	2,627	2,533	1	87	45	43	357	331	1	85	45	43	380	347	1
GATRA Go United	5,808	2,638	2,521	44,727	39,196	15	719	296	282	5,142	4,510	8	430	197	186	3,580	3,091	6

FY 2025

	Weekday Service						Saturday Service					Sunday Service						
	Ridership	Vehicle Hours		Vehicle Miles		Max Veh. Per Day	Ridership	Vehicle Hours		Vehicle Miles		Max Veh. Per Day	Ridership	Vehicle Hours		Vehicle Miles		Max Veh. Per Day
		Total	Revenue	Total	Revenue			Total	Revenue	Total	Revenue			Total	Revenue	Total	Revenue	
July '2024																		
GATRA Go Explore	227	242	232	2,733	2,435	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	522	229	213	2,333	2,229	1	70	37	34	324	303	1	57	36	34	312	285	1
GATRA Go United	5,778	2,498	2,107	44,779	39,617	13	671	328	306	5,097	4,391	9	319	133	126	2,442	2,100	4
August '2024																		
GATRA Go Explore	237	242	232	2,700	2,392	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	450	254	222	2,135	1,962	1	81	47	44	465	342	1	45	36	34	249	201	1
GATRA Go United	6,128	2,744	2,618	48,508	42,487	13	734	319	299	5,588	4,846	9	326	143	134	2,586	2,229	5
September '2024																		
GATRA Go Explore	242	216	207	2,426	2,201	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	584	300	286	2,715	2,442	1	65	36	34	294	277	1	68	45	43	436	365	1
GATRA Go United	5,684	2,573	2,407	45,256	39,794	13	605	219	199	3,867	3,471	6	498	189	176	3,466	2,993	4
October '2024																		
GATRA Go Explore	288	240	230	2,833	2,470	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	475	238	227	2,842	2,129	1	69	39	36	297	264	1	51	36	34	328	299	1
GATRA Go United	6,233	2,725	2,597	48,980	43,735	14	726	269	254	4,820	4,335	8	376	134	125	2,358	2,036	5
November '2024																		
GATRA Go Explore	253	219	210	2,638	2,442	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	468	217	207	2,655	1,797	1	93	41	39	335	308	1	61	34	31	281	246	1
GATRA Go United	5,917	2,799	2,637	47,083	41,471	14	805	320	301	5,720	4,936	7	489	172	161	3,141	2,688	6
December '2024																		
GATRA Go Explore	225	230	221	2,607	2,316	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	475	229	217	2,818	2,059	1	67	34	32	271	256	1	64	33	31	320	260	1
GATRA Go United	6,148	2,859	2,701	49,614	44,440	14	714	296	275	4,922	4,277	9	506	198	190	3,511	2,978	7
January '2025																		
GATRA Go Explore	228	232	198	2,526	2,363	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	525	219	186	2,377	2,041	1	63	31	27	242	231	1	71	30	24	314	284	1
GATRA Go United	6,660	2,814	2,471	52,590	46,761	14	647	263	231	4,785	4,136	8	400	128	110	2,446	2,029	4
February '2025																		
GATRA Go Explore	224	211	185	2,366	2,218	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	479	205	175	2,865	2,697	1	60	31	25	248	234	1	34	15	13	165	150	1
GATRA Go United	6,052	2,471	2,195	46,145	41,213	13	664	226	200	4,265	3,805	8	299	96	85	1,836	1,655	5
March '2025																		
GATRA Go Explore	265	215	185	2,642	2,495	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	529	208	175	2,373	2,271	1	115	39	34	457	436	1	88	38	33	404	372	1
GATRA Go United	5,875	2,565	2,265	49,014	43,370	13	761	319	281	6,427	5,661	9	476	193	169	3,758	3,240	6
April '2025																		
GATRA Go Explore	278	220	188	2,991	2,831	1		No Weekend Service						No Weekend Service				
GATRA Go Seacoast	564	208	166	2,229	2,178	1	87	32	24	339	321	1	58	29	21	279	249	1
GATRA Go United	6,177	2,770	2,434	54,724	48,198	16	597	235	208	4,679	4,122	9	416	168	146	3,388	2,869	6

May '2025

GATRA Go Explore	1,312	211	178	2,782	2,613	1			No Weekend Service					No Weekend Service				
GATRA Go Seacoast	579	199	160	2,494	2,002	1	127	39	32	418	382	1	95	28	23	297	274	1
GATRA Go United	6,300	2,648	2,335	52,304	46,407	16	845	344	300	6,681	5,871	9	394	158	134	2,892	2,360	6

June '2025

GATRA Go Explore	289	213	175	3,038	2,839	1			No Weekend Service					No Weekend Service				
GATRA Go Seacoast	617	192	165	2,913	2,076	1	102	31	27	330	313	1	99	35	26	413	345	1
GATRA Go United	5,819	2,472	2,203	47,799	42,749	14	648	257	225	5,069	4,286	8	512	229	197	4,214	3,576	6

FY 2026

	Weekday Service						Saturday Service						Sunday Service								
	Vehicle Hours			Vehicle Miles			Max Veh. Per Day	Vehicle Hours			Vehicle Miles			Max Veh. Per Day	Vehicle Hours			Vehicle Miles			Max Veh. Per Day
	Ridership	Total	Revenue	Total	Revenue	Ridership		Total	Revenue	Total	Revenue	Ridership	Total		Revenue	Total	Revenue				
July '2025																					
GATRA Go Explore	258	220	182	2,906	2,708	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	681	207	177	3,079	2,313	1	122	32	27	367	336	1	70	28	20	306	269	1			
GATRA Go United	5,995	2,434	2,159	46,376	41,231	14	677	253	219	5,254	4,554	8	454	197	165	3,712	3,192	7			
August '2025																					
GATRA Go Explore	309	211	185	2,997	2,857	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	587	192	164	2,702	2,033	1	120	37	30	521	435	1	110	34	30	445	419	1			
GATRA Go United	5,709	2,394	2,096	44,174	39,004	15	868	303	267	5,606	4,835	9	662	249	219	4580	3969	8			
September '2025																					
GATRA Go Explore	326	210	195	3,273	3,162	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	516	193	165	2,367	1,975	1	83	31	26	329	306	1	69	28	24	289	266	1			
GATRA Go United	5,876	2,654	2,351	48,264	42,944	15	668	263	234	4,848	4,260	9	525	209	185	4,115	3,612	8			
October '2025																					
GATRA Go Explore	298	220	195	3,584	3,360	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	539	201	173	2,237	2,023	1	85	30	25	343	319	1	76	28	25	309	289	1			
GATRA Go United	6,786	2,919	2,582	52,457	46,561	17	835	309	275	5,485	4,882	11	584	231	202	4,170	3,611	9			
November '2025																					
GATRA Go Explore	220	193	172	2,653	2,508	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	501	178	158	2,220	1,957	1	118	39	34	504	478	1	94	35	31	422	386	1			
GATRA Go United	6,160	2,653	2,314	47,071	41,377	17	932	343	304	6,301	5,659	9	724	274	238	4,991	4,297	8			
December '2025																					
GATRA Go Explore	257	221	198	3,043	2,863	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	556	200	187	2,820	2,608	1	73	31	26	325	303	1	59	26	22	375	332	1			
GATRA Go United	6,168	2,661	2,318	48,098	42,096	16	649	238	212	4,624	4,068	8	483	198	171	3,867	3,284	8			
January '2026																					
GATRA Go Explore	235	220	201	2,477	2,313	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	433	206	187	2,497	2,046	1	86	43	39	519	460	1	71	22	20	316	233	1			
GATRA Go United	5,927	2,502	2,385	44,453	38,741	16	910	367	345	6,990	6,064	8	412	216	205	3,427	2,760	7			
February '2026																					
GATRA Go Explore	198	160	140	2,020	1,904	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	423	153	137	2,052	1,680	1	102	32	26	451	378	1	61	24	20	355	263	1			
GATRA Go United	5,194	2,053	1,830	39,870	35,168	14	724	284	251	5,489	4,654	9	636	228	195	4,379	3,644	8			
March '2026																					
GATRA Go Explore	257	216	195	2,525	2,342	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	553	209	185	2,571	2,125	1	80	316	293	32	28	1	130	349	331	35	33	1			
GATRA Go United	6,156	2,539	2,218	49,242	43,308	14	770	315	275	5,858	4,909	10	735	268	232	5,234	4,464	7			
April '2026																					
GATRA Go Explore	298	218	198	2,611	2,461	1	No Weekend Service						No Weekend Service								
GATRA Go Seacoast	476	209	183	2,301	1,862	1	63	32	29	390	360	1	55	29	27	250	238	1			
GATRA Go United	6,313	2,605	2,300	48,006	42,530	14	773	287	252	5,539	4,811	10	564	230	186	4,095	3,250	9			

May '2026

GATRA Go Explore	305	195	177	2,623	2,373	1			No Weekend Service					No Weekend Service				
GATRA Go Seacoast	409	210	165	2,156	1,693	1	90	39	30	487	439	1	75	35	30	366	304	1
GATRA Go United	6,167	2,593	2,247	48,889	42,472	16	974	388	338	7,359	6,333	11	684	241	208	4,789	4,032	7