

CITY OF EVERETT PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL:

**EVERETT COUNCIL ON AGING TRANSPORTATION SERVICES
RFP #24-52**

Proposal Date Opening: May 28, 2024 at 1:00 p.m.

May 2024

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**CITY OF
EVERETT
PURCHASING
DEPARTMENT**

REQUEST FOR PROPOSALS #24-52

The City of Everett (City) invites sealed proposals from Contractors for:

EVERETT COUNCIL ON AGING TRANSPORTATION SERVICES

Proposals will be received until: **1:00 p.m., May 28, 2024** at the Purchasing Department, Room 14, Everett City Hall, 484 Broadway, Everett, MA 02149. Proposals will not be accepted nor may submitted proposals be corrected, modified or withdrawn after the deadline for proposals. Immediately following the deadline for proposals a list will be created of all proposer names received and will be posted to the City's website: Purchasing - Everett, MA - Official Website (cityofeverett.com)

Contract Documents will be available on line at <https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities> Everett City Hall, Room 14, Purchasing Department, 484 Broadway, Everett, MA 02149 **after May 13, 2024 after 9:00 a.m.**

There will be no charge for contract documents. Bid surety is not required with this bid.

Award will be made to the most advantageous proposer for services including price.

The term of the awarded contract shall extend from the date of contract execution for twelve (12) months and may be renewed by the City for two (2) additional terms of 12 months each.

All proposals are subject to the provisions of M.G.L. c.30B.

All proposals shall be submitted as follows: **(i) one (1) ORIGINAL and one (2) copies and one (1) DIGITAL copy of the Technical Proposal and (ii) one (1) ORIGINAL copy of the Price Proposal.**

All City bids are available on the City's web site at <https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities> . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online within the original bid document as well as a separate file.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF EVERETT
REQUEST FOR PROPOSAL #24-52
EVERETT CITYWIDE TRANSPORTATION SERVICES

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that a Request For Proposals (RFP) is appropriate because of the intricacies of designing a new shuttle system for the City of Everett. She has determined that an RFP is the best method for ensuring the City’s goals are met, at a competitive price.

II. INTRODUCTION

The City of Everett (“City”) is soliciting proposals from qualified companies to provide a technology enabled transportation service that will provide trips to core users: Everett seniors, people with disabilities, qualified low-income individuals, and a limited number of select youth within and just beyond Everett. The selected Vendor will provide affordable, reliable, convenient, sustainable, friendly, easy to use, and efficient transportation to customers. The Vendor will cost-effectively deliver the service using state-of-the-art technology, such as on-demand trips and dynamic routing. We anticipate transportation network companies and/or companies providing rideshare and micro transit could provide this service.

Should additional funding become available, the Vendor must be able to efficiently and expeditiously expand the system by request of the City including expanding the service area, ridership, hours of operation, or other service parameters. The service replaces Everett’s existing transportation service, operated by SCM Corporation.

The contracted Vendor will offer a turnkey transportation service that provides:

- System Design and Planning
- Vehicles including maintenance, cleaning and inspection
- Drivers and driver training
- Customer Service, onboarding and reservations
- Marketing
- Insurance
- Reporting & Data
- Project Management, including grant compliance
- (Optional) Fundraising, may be offered by Vendor

The City intends to award one contract to the Vendor with the most advantageous technical and price proposals. The contract will be for one year with two options to renew for one year each.

Proposers must demonstrate a minimum of one year of successful experience in the provision of transportation services. Experience with transporting senior citizens or other populations with unique needs is preferred.

III. TERM

The City intends to award one contract to the Vendor with the most advantageous Technical and Price Proposals. The contract will be for one year with two additional options to renew for one year each.

IV. INSTRUCTIONS TO PROPOSERS

A. GENERAL

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Everett City Hall, 484 Broadway, Room 14, Everett, MA 02149, no later than **1:00 p.m., May 28, 2024**.

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except price and (ii) a Price Proposal.

Proposers shall submit one (1) ORIGINAL and two (2) copies and one (1) digital copy of the Technical Proposal and one (1) ORIGINAL of the Price Proposal. Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED.

B. SUBMISSION OF PROPOSAL

One original and copies of the TECHNICAL and one original (no copies) of the PRICE PROPOSALS must be submitted in separate sealed envelopes, plainly marked:

**“TECHNICAL PROPOSAL - RFP #24-52 EVERETT CITYWIDE
TRANSPORTATION SERVICES**

and

“PRICE PROPOSAL - RFP #24-52 EVERETT CITYWIDE TRANSPORTATION SERVICES

along with your company’s name on both envelopes.

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.

1. The Proposer’s technical proposal shall be signed by a duly authorized representative and submitted with **Attachment B- Technical Proposal Cover Sheet** and shall include but not be limited to the narrative descriptions outlined on the sheet entitled Technical Proposal - Minimum Criteria
2. The Final Bid Price to be paid to the City shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the Proposer.

- C. **QUESTIONS:** Inquiries involving procedural or technical matters should be directed **before noon on May 22, 2024, in writing to allison.jenkins@ci.everett.ma.us**.

Addenda will be posted to the city website.

All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals.

- D. **EXAMINATION OF DOCUMENTS:** Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. **PROPOSAL ACCEPTANCE.** The City will give notice of the acceptance of the proposal and intention to award a contract via DocuSign to the winning proposer. The failure of any Proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the Agreement as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City.
- F. Each out-of-state Proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.
- G. **TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the Proposer satisfies the minimum criteria as set forth in this document. Proposer's response to the evaluative criteria as set forth in this document
- H. **ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- I. **PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the City.
- J. **CONTRACT AND TERM.** The contract between the City and the Proposer shall not take effect until signed by both parties and approved by the Mayor of the City of Everett. The term of the contract shall extend for twelve (12) months from day of execution of contract. There will be two (2) one-year renewal options, at the sole discretion and approval by the City.

K. INSURANCE REQUIREMENTS - The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance as indicated in our contract.

The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

L. PERFORMANCE BOND. N/A

M. FORCE MAJEURE. Neither the City nor the Proposer shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.

N. TERMINATION The Proposer shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.

O. NON-DISCRIMINATION/EQUAL OPPORTUNITY. The Proposer shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Everett facilities.

P. ASSIGNMENT. The Proposer shall not assign or subcontract any portion of the operation without prior written approval from the City.

Q. INDEPENDENT CONTRACTOR. The Proposer and its employees will operate as an independent contractor and are not considered to be City of Everett employees.

V. PROJECT GOALS

The transportation service (“Project”) will provide rides to qualified Everett riders, initially seniors, low-income riders, people with disabilities and select students, within and beyond Everett and potentially throughout the region. The qualified riders, service area and/or other may be changed or expanded, as funding allows, by request of the City.

Specific goals, in order of priority, include:

- A. Mobility - Provide affordable, reliable, convenient, sustainable, friendly, easy to use, and efficient transportation within and just beyond Everett that complements the MBTA including providing first/last mile access to transit, and filling gaps in MBTA service.
- B. Equity - Provide low-income residents, seniors, people with disabilities access to transportation.
- C. Sustainability - Reduce greenhouse gas emissions and single occupancy vehicle trips by providing first/last mile access to transit, employing zero or low-emissions vehicles and/or providing shared rides as possible.
- D. Economic Development (if service expands) Increase access to jobs to foster a thriving business community.

The vendor must also provide a shopping shuttle service. The 1st and 3rd Tuesday of each month to Market Basket in Chelsea. The 2nd and 4th Thursday to Stop & Shop in Malden

If additional funding becomes available, additional goals are:

- E. Expand riders to include other ages and people who work in Everett
- F. Expand hours of operation
- G. Expand locations outside of Everett

VI. BACKGROUND

For more than 10 years the City of Everett offered a transportation service for seniors to access medical appointments, shopping, and other destinations in Everett, with the goal of helping seniors maintain their quality of life as they age.

Unless further funding is secured, seniors, low-income riders, people with disabilities and high-needs students remain the Project's sole priority. The City will work with the new Vendor to review and adjust service parameters, including service hours, shared rides, service area, customer service, pre-booking vs on-demand, and pricing to determine the best meet the needs of its riders.

VII. SCOPE OF WORK - OVERVIEW

The Vendor will provide a turnkey transportation service offering affordable, reliable, convenient, sustainable, and efficient transportation to customers. It is anticipated the service will provide round trips for the first year to seniors, low-income riders, people with disabilities and select students. The City will determine service parameters for the vendor to implement. The initial proposed service parameters are provided below.

- A. Business Model – The City will pay the Vendor an operations fee for the following services: system design and planning, vehicles, drivers, customer service including onboarding and reservations, insurance, marketing, reporting and data, and project management. The City may hire the Vendor, at its discretion, to perform fundraising.

- B. Technology – The Vendor will employ state-of-the-art technology to provide efficient operations and a high level of service. Customers will be able to request trips in real-time or by advanced or recurring reservations, using a smartphone, or calling customer service. Riders will be able to track vehicles in real-time using a smartphone and have real-time arrival time information.

The payment and pricing system will be flexible, with the ability to charge different rates for different user groups, trip lengths or destination type, cap the number of trips per rider per period, or cap the amount of City subsidy per trip.

- C. Hours of Operation- The City currently operates the following service hours, which are subject to change. 24/7 service has been frequently requested by riders and would be beneficial.
 - a. Weekdays 7:00 AM – 6:00 PM
- D. Service Area – The system will serve all points in Everett and select destinations or service area, as provided by the City, outside of Everett. Service to all points in metro-Boston has been frequently requested and would be beneficial if it could be provided in a cost- efficient manner. An example of a manner in which this could be done would be if the City subsidizes a fixed amount for the trip and the rider pays all additional costs.
- E. Special Assistance – Vendor must offer door-to-door service for seniors and people with disabilities, offer sufficient wheelchair accessible vehicles (“WAVs”) to meet ADA requirements and support riders getting into and out of the vehicles, including carrying bags as requested.
- F. Drivers - Drivers will be professional, friendly, courteous, and trained to work with seniors and other special needs groups. Drivers will assist users with getting into and out of the vehicle as needed, including carrying bags.
- G. Vehicles - Vehicles will be clean, comfortable, and readily identifiable. Vendor will select appropriate vehicles to meet demand. WAVE and low-entry vehicles will be available as required to accommodate users with mobility impairments. As possible, vehicles will use electric or hybrid technology. Vendor may lease or own the vehicles.
- H. Fares - The City will establish a fare structure to be consistent with the Project’s goals while ensuring long-term financial viability. The City anticipates subsidizing fares for riders. Fare revenue that is returned to the City will be reinvested into the system.
- I. Data – Detailed trip and user data will be made available to the City.
- J. Level of Service – Vendor will provide a high level of service. Key performance indicators include customer satisfaction ratings, wait times/headways, on-time performance, trip completion ratings, customer service responsiveness and overall trips provided.
- K. Marketing – The Vendor will support the City’s marketing efforts.

- L. Fundraising (Optional) – Vendor has the option to offer some or all fundraising services related to sponsorship, grants or advertising prospecting, solicitation and/or management. The City has the option to request these services if offered.

VIII.SERVICE SPECIFICATIONS

This section describes the required and desired specifications of the service to be performed.

A. Project Management

- a. The following features are required:
 - i. Vendor will assign a single point of contact, project manager or liaison to work with the City to discuss system and/or resolve issues. Vendor’s point of contact will meet with City upon request
 - ii. Vendor will participate in weekly calls with the City, during the term of the contract, to discuss operations and general topics, as requested by the City. Calls may be more frequent, up to daily, to troubleshoot specific issues and/or during key time periods such as pre-launch and launch, as requested by the City
 - iii. Vendor will comply with all requirements associated with all funders, including but not limited to federal, state, and local grants.
- b. Customer Service, Onboarding and Reservations: The Vendor must take and maintain reservations. Provide “Door to Door” Service. Driver must assist passenger, if needed from the front door of their home to the front door of their appointment and the same on the return.
- c. Trip Fares and Payment System
- d. Mobility Accommodations & ADA: The transportation should be an ADA compliant van with a lift.
- e. Drivers & Training; The driver should be ADA and CPR certified and be subjected to a CORI
- f. Vehicles; ADA accessible van with a lift
- g. Marketing; Both the vendor and the city together will be responsible for marketing
- h. Timeline: Passenger must make the reservation request for a ride at least two days in advance or more of their appointment
- i. Reporting & Data; The vendor must provide a monthly service report that include passengers’ names, phone number and address. The Vendor must also provide the passenger destination by city
- j. Service Levels: The vendor should provide 5 Star Service
- k. (Optional) Fundraising; The passenger has the option of offering a “Suggested donation” to help defray the cost of each ride, which should be figured into the monthly billing

B. Technology

- a. The following features are preferred:
 - i. Smartphone app for riders for onboarding, reservations, and customer service
 - ii. Advanced, recurring, and real-time reservation options
 - iii. Dynamic routing to provide shared rides
 - iv. Data dashboard made available to City to see comprehensive data
 - v. Ability for rider to contact driver via text or phone to troubleshoot reservation
 - vi. Vehicle tracking via GPS, so riders can see location of vehicles in real-time
 - vii. Ability to notify riders of delayed or cancelled trips, via multiple mechanisms, with as much notice as possible
 - viii. Automated system linking rider or address to special instructions (e.g., senior requiring assistance in/out of vehicle, clarification on which door of building to stop at)
 - ix. Payment system built into platform
 - x. System to import all rider information from existing platform so riders do not need to re-register for new system, provided existing vendor, Via, can provide data. (e.g., existing riders are automatically registered for new system)

C. Service Parameters

- a. The following features are required:
 - i. Ability for the City to designate the service area as either large polygons, such as the entire City, and select addresses
 - ii. Vendor can change parameters including service hours, service area, fare and pricing structure, in response to City requests.
- b. The following features are preferred:
 - i. Backup system, such as a partnership with another vendor, to accommodate rider requests during unexpected demand surges, and/or maintain service when system, drivers or vehicles are unavailable.
 - ii. Average wait times/ headways and trip durations, preferably less than 20 minutes
 - iii. Ability to provide corner-to-corner and door-to-door service

D. Customer Service, Onboarding and Reservations

- a. The following features are required:
 - i. System is user-friendly and accessible via app and by calling customer service. Phone customer service can be provided directly by Vendor or via a subcontractor
 - ii. System allows customers to sign up to use system, make reservations, cancel trips, request additional assistance, ask questions, lodge complaints, request refunds, or receive general support
 - iii. Customer service agents are professional, knowledgeable, friendly, trained to work with seniors and people with disabilities, and speak English clearly.
 - iv. Rapid call response time (time to answer)
 - v. Customer service and reservations are available during all service hours plus a minimum of 15 minutes before and after closing, to ensure all trips can start on time at the beginning of the day and are successfully completed at the end of the day

- b. The following features are preferred:
 - i. Customer service available in multiple languages
 - ii. Dedicated customer service agents, with overflow calls going to general agents
 - iii. Customer service based in the United States or an English-speaking country.

E. Trip Fares and Payment System

- a. The following features are required:
 - i. Fares are determined by the City
 - ii. Trip fare is transparent, so customers know the price of trip in advance of taking the trip
 - iii. Vendor will provide City unique codes for the City to distribute to seniors, low-income riders and people with disabilities that will allow them to register to use the system. Or Vendor will work with the City to identify and qualify individuals to use the system through a mutually agreed upon mechanism.

- b. The following features are preferred:
 - i. System can accept automated payments and cash
 - ii. System can automatically charge different fares for different user groups (e.g., seniors versus students), different trip types (e.g., to/from transit versus general trips).
 - iii. System can cap number of trips per rider per period (e.g., maximum 5 trips per month)
 - iv. System can allow City to subsidize rides up to a certain amount (e.g., Rider pays first \$2 of trip, City pays up to the next \$8, then rider pays remaining balance).
 - v. Vendor will work with organizations that want to set up system to pay for trips for select members of their community (e.g., YMCA wants to cover fares for riders coming to/from their location) Vendor will arrange payment system directly with businesses or organizations.
 - vi. Vendor has system for accepting payments by riders without traditional bank accounts or credit cards. (e.g., system can accept fares by customers without a credit or debit card)

F. Mobility Accommodations & ADA

- a. The following features are required:
 - i. Ability to meet the requirements of the Americans with Disabilities Act
 - ii. WAVE and/or otherwise appropriate vehicles available to guarantee service to all eligible riders
 - iii. Driver assistance for riders from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle, including helping user enter and exit the vehicle and assisting with bags and with stairs, as necessary.
 - iv. Safe and comfortable way for all users to get into and out of vehicles, particularly individuals and/or seniors who may be less steady on their feet or have difficulty with high steps

- b. The following feature is preferred:
 - v. Curb-to-curb service and/or door-to-door service provided for approved customers (e.g., seniors) upon request.

G. Drivers & Training

- a. The following features are required:
 - i. Professional, friendly, and courteous drivers
 - ii. Sensitivity training provided to all drivers to be able to appropriately serve senior and others
 - iii. All drivers must be properly licensed to operate the required vehicles and transport passengers
- b. The following features are preferred:
 - i. Systems in place to ensure high employee/driver satisfaction and employee/driver retention
 - ii. Comprehensive in-person training provided to all drivers
 - iii. All drivers operating this service will be trained and have current certification in the provision of Cardiac Pulmonary Resuscitation (“CPR”) and first aid.
 - iv. Upon request of the City, Vendor will remove any driver from this service whose conduct is unacceptable.

H. Vehicles

- a. The following features are required:
 - i. Vendor provides appropriate make, model, and quantity of vehicles to meet demand
 - ii. Vehicles are easily identifiable by the riders
 - iii. Systems in place to maintain service when a vehicle is removed from service for any reason (e.g., vehicle removed from service for needed repairs)
 - iv. Vehicles are maintained in a first-class state of repair, ensuring safe operating condition
 - v. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion
 - vi. Compliance with all laws of the Commonwealth of Massachusetts, all ordinances of the City of Everett, and all regulations applicable to carriers engaged in the class of transportation required in this service
- b. The following features are preferred:
 - i. All or most of the vehicles are hybrid or electric
 - ii. Each vehicle shall be equipped with a functioning heating and air conditioning systems
 - iii. The City reserves the right to inspect any vehicle used in the service and/or reject the use of a vehicle deemed unsuitable

I. Marketing

- a. The following features are required:
 - i. General support for City of Everett marketing and outreach efforts
 - ii. Ability to send important updates to riders registered for the system, such as service changes, or service outages
 - iii. Email to all registered riders requesting they take City developed and implemented survey of transportation system.

J. Timeline

- a. The following features are preferred:
 - i. Fully operational within 3 months of contract execution
 - ii. Ability to implement service parameter changes, such as vehicle size and quantity, driver number, service hours, service area, customer service hours, and more promptly, preferably within 2 weeks, of request by City

K. Reporting & Data

- c. The following features are preferred:
 - i. Vendor will provide City access to a data dashboard to view all data metrics directly
 - ii. Vendor will provide City all standard reporting provided to other clients
 - iii. Vendor will ensure all the data listed on the following page available to the City in as user-friendly a format, as applicable
 - iv. Vendor will facilitate distribution of an annual rider survey, that is created and implemented by the City
 - v. City can view data on a daily, weekly, monthly, and annual basis
 - vi. Trip, revenue, and rider data is owned by City, except financial data such as credit cards.

Summary Ride Data (Available by day, week, month, year)	
1. Riders	- # of unique and new passengers served
2. Riders	- # of riders registered
3. Trips	- # of one-way person-trips provided
4. Trips	- # of trips by rider type (senior, student, low-income or person with disabilities)
5. Wait Time	- Average and 95% wait time
6. On-Time Performance	- % of on-time arrivals (up to +5 minutes of scheduled)
7. On-Time performance	- % of completed trips and incomplete trips (by type) ²
8. Unmet Demand	- % of rides where demand not met (e.g., no ride could be provided)
9. Utilization	- Total driver hours and miles
10. Utilization	- Total passenger hours and miles
11. Vehicles	- VMT by vehicle type (SUV, sedan, WAV, EV, Hybrid) for GHG emissions
12. Shared Trips	- % of shared trips (% of trips with 2 or more passengers)
13. Customer Satisfaction	- Customer ratings, on a 1-5 scale, from survey and app feedback

Trip Level Data		
Field Name	Format (example)	Notes
Trip duration	MM: SS	
Trip distance	Feet	
Start date	MM, DD, YYYY	
Start time	HH:MM: SS (00:00:00-23:59:59)	
End date	MM, DD, YYYY	
End time	HH:MM: SS (00:00:00-23:59:59)	
Start location	GPS Coordinates	
End location	GPS Coordinates	
Request time (Initial)	HH:MM: SS (00:00:00-23:59:59)	
Fare charged to passenger	\$	
Fare charged to City	\$	
Fare type		Ex: senior, transit...
# of passengers in vehicle	tbd	
Vehicle type	(WAVE, hybrid/electric, sedan, van, other)	
Customer name, contact info		By request only

Summary Supportive Data (By request only, except where specified)
A. Customer Service - # of complaints received
B. Customer Service – Average and 95% response time to digital inquiries (app, email...)
C. Customer Service – Average and 95% response time to calls
D. Customer Service – Summary of complaints by type, and/or full comment
E. Vehicle Maintenance/ Cleaning – Maintenance/cleaning report summary, by request
F. Crash summary ³ – Description, severity, location, time of day, report number

L. Service Levels

a. The following features are required:

- i. Vendor will commit to meeting or exceeding service levels for the metrics shown in the first column ii.

Service Level Metric	Recommended Service Level
Customer satisfaction rating	>4.7 (out of 5) on app; >4 on City survey
Wait Time – Average and 95% wait times	Average <= 20 minutes 95% ETA <= 35 minutes
On-Time Performance – % of on-time arrivals (within 5 minutes of scheduled time)	>=85%
Trip Completion – % of completed trips and incomplete trips	>92% completed trips <8% incomplete trip
Customer Service - Response time to 95% of calls, live customer service requests (received during service hours)	<2 minutes

M. (Optional) Fundraising

Vendor has the option to provide some or all the following fundraising services upon request of the City: prospecting, solicitation and/or management of sponsorship, corporate membership, advertising, grants and/or other.

IX.MINIMUM CRITERIA: REQUIRED VENDOR TECHNICAL PROPOSAL QUESTIONS

In order for a proposal to be considered for further review with respect to Comparative Criterion, the Technical Proposal must demonstrate the proposer meets or exceeds certain Minimum Criteria. All Proposers must respond to all of the following questions to be considered for further evaluation: Supplemental information and/or graphics can be provided in an appendix. Responses to the first two questions are intended to be more narrative, with all remaining questions short answer format.

ID	Topic	Sub Question
1	Company Experience	Provide a general overview of your company’s history, mission, resources, experience, and leadership in the on-demand transportation space. Specifically include the following: a. When was the company founded? b. What is the size/scale of your company in terms of contracts, vehicle quantity, annual trips, operational cities, and/or company value c. What is your experience contracting with government agencies including size/value of contract? e. What experience does your company have providing services like those described in this RFP?
2	Project Overview	Provide an overview of your approach to this project. How does your system best meet Everett’s stated goals?
3	Project Management	Describe your approach to managing this Project. Include: an organizational chart with number of FTE dedicated to this project, where staff are based, and any bios as appropriate.
4	Project Management	What is the name and contact information for the City's point of contact? What is his/her title and experience?
5	Project Management	Can you provide all the required features described in Service Specifications/Project Management?
6	Technology	Show or describe in detail the technology features of your system.
7	Technology	Can you provide all preferred items for Service Specifications/Technology?
9	Service Parameters	Can you provide all required and preferred items described in Service Specifications/Service Parameters? Address any you cannot provide.
12	Service Parameters	How do you accommodate unexpected demand fluctuations or surges, and/or maintain service in instances when drivers cancel, or vehicle(s) are unavailable or out of service?
13	Customer Service, Onboarding and Reservations	Can you provide all the required and preferred items described in Service Specifications/ Customer Service, Onboarding and Reservations?

14	Customer Service, Onboarding and Reservations	Describe or show the following processes, as experienced by the user (please include any graphics in an appendix): a. Onboarding/ sign-up to use system b. Booking a trip c. Cancel trip d. Request special assistance (e.g., WAVE, door-to-door service, assistance in/out of vehicle) e. Ask questions/ make complaints/request refunds/ receive general support
15	Customer Service, Onboarding and Reservations	Can customers make advance, on-demand, and recurring reservations?
16	Customer Service, Onboarding and Reservations	During what hours are customer service, sign up and reservations available by: a. phone b. smartphone or website
17	Customer Service, Sign-up and Reservations	Describe your customer service team in detail. Where is customer service based? How many FTE customer service agents are dedicated to this project? What kind of training do they receive? Where is customer service based?
18	Trip Fares and Payment System	Describe your trip fare and payment system. Address all required and preferred items and how they would work.
19	Trip Fares and Payment System	Can you provide all the required and preferred items described in Service Specifications/Trip Fares and Payment Systems?
20	Mobility Accommodations & ADA	Describe how you will meet all required and preferred elements including how you will meet the requirements of the Americans with Disabilities Act.
21	Drivers & Training	Can you provide all the required and preferred features in Service Specifications/Drivers & Training?
22	Drivers & Training	Describe in detail the training provided to driver, including length of training, and whether there is an in-person component?
22	Drivers & Training	What is your process for dealing with driver complaints and offboarding of problem drivers? What is your process for resolving complaints about drivers?
23	Drivers & Training	How do you ensure high rates of driver/employee satisfaction and driver retention rates? How do you manage driver turnover and attrition to always ensure a sufficient number of drivers are available to drive vehicles?
24	Vehicles	Can you provide all the required and preferred features in Service Specifications/Vehicles
25	Vehicles	What is the quantity, make, model, passenger size of vehicles you propose using for each phase of this project?
26	Vehicles	What percentage of the fleet used will be hybrid vehicles, plug-in-hybrid electric vehicles, electric vehicles, or other low or no emissions vehicles? a. What if any needs from the City do you have to support your use of these vehicles? Are any of these needs requirements? b. If you are not using slow-or no emissions vehicles, what efforts is your company making to move towards using low or no emissions vehicles that would impact this Project during the term of the contract.
28	Vehicles	How will the customer be able to identify the vehicles as part of this service? Will vehicles be branded specifically for Everett?
29	Vehicles	Do you intend to sell advertising on the vehicles? Please describe
30	Marketing	Can you meet the required elements of Service Specifications/Marketing?

31	Timeline	How long will it take your team to be operational after contract execution? Provide a timeline of relevant milestones from contract execution through the end of year 1.
32	Timeline	How many days are required to implement the following changes after a request from the City? a. Expand service area or zones b. Change make or model of vehicle(s), as applicable c. Change number of vehicles to meet shifting demand patterns d. Expand or contract hours of operation
33	Reporting & Data	Please describe the data you will provide to the City. In what format and frequency will you provide it?
34	Reporting & Data	Can you provide all the required and preferred features in Service Specifications/Data and Reporting?
35	Reporting & Data	The City wishes to own the all trip, revenue and rider data. What if any modifications to your standard policies need to take place to enable the City to own the data. Specifically, we have a strong connection to our senior riders and will need to be able to contact specific senior riders as needed.
36	Service Levels	What are your proposed service levels for all of the items in Service Specifications/ Service Levels?
37	Fundraising	Describe your approach to all aspects of fundraising described in Service Specifications/Fundraising.
38	Conclusion	Is there anything you would like to add?

X. COMPARATIVE CRITERIA

Proposals that meet or exceed the Minimum Criteria will be evaluated and rated based on the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) to each Proposal in each of the following categories. A composite rating will then be determined. Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Proposals shall be evaluated based on the following ten (10) criteria:

A. Company Experience

Highly Advantageous	A rating of highly advantageous will be given to Vendors that demonstrate extensive experience operating similar transportation systems
Advantageous	A rating of advantageous will be given to Vendors that demonstrate reasonable experience operating similar transportation systems
Not Advantageous	A rating of not advantageous will be given to Vendors that demonstrate limited experience operating similar transportation systems
Unacceptable	A rating of unacceptable will be given to Vendors that demonstrate minimal or no experience operating similar transportation systems

B. Project Overview & Project Management

Highly Advantageous	A rating of highly advantageous will be given to Vendors that present a highly compelling proposal that demonstrates a superb ability to deliver on the City's goals, vision and service specifications
Advantageous	A rating of advantageous will be given to Vendors that present a compelling proposal that demonstrates a reasonable ability to deliver on the City's goals, vision and service specifications

Not Advantageous A rating of not advantageous will be given to Vendors that present a proposal that demonstrates a limited ability to deliver on the City’s goals, vision and service specifications

Unacceptable A rating of unacceptable will be given to Vendors that present a proposal that does not demonstrate an ability to deliver on the City’s goals, vision and service specifications promoting sustainable transportation

C. Technology

Highly Advantageous A rating of highly advantageous will be given to Vendors that employ technology to maximize flexibility and user-friendliness for the customer and City, and employ most of the preferred technology features

Advantageous A rating of advantageous will be given to Vendors that employ technology to provide flexibility and user-friendliness for the customer and City, and employ a majority of the preferred technology features

Not Advantageous A rating of not advantageous will be given to Vendors that employ technology to provide limited flexibility and user-friendliness for the customer and City, and employ some of the preferred technology features

Unacceptable A rating of unacceptable will be given to Vendors that minimally provide the preferred features and offer little to no flexibility nor user-friendliness for the customer and City

D. Service Parameters

Highly Advantageous A rating of highly advantageous will be given to Vendors that provide a highly coherent and compelling service plan that successfully meets or exceeds the City’s goals, and efficiently and reliably serves anticipated demand

Advantageous A rating of advantageous will be given to Vendors that provide a coherent and reasonable service plan that meets the City’s goals, and serves anticipated demand

Not Advantageous A rating of not advantageous will be given to Vendors that provide a service plan that only partially meets City’s goals, and serves some of anticipated demand

Unacceptable A rating of unacceptable will be given to Vendors that provide an incomplete or severely flawed service plan

E. Customer Service, Onboarding and Reservations

Highly Advantageous	A rating of highly advantageous will be given to Vendors that offer a user-friendly system with superb customer service that meets the unique needs of seniors, people with disabilities and low-income riders and has the option to provide the preferring items.
Advantageous	A rating of advantageous will be given to Vendors that offer a reasonably user-friendly system with good customer service that meets the unique needs of seniors, people with disabilities and low-income riders
Not Advantageous	A rating of not advantageous will be given to Vendors that offer a minimally user-friendly system and makes no special accommodations the unique needs of seniors, people with disabilities and low-income riders
Unacceptable	A rating of unacceptable will be given to Vendors that do not offer a user-friendly system nor provide the required or services

F. Drivers & Training, Vehicles

Highly Advantageous	A rating of highly advantageous will be given to Vendors that excel in providing: an appropriate quantity and type of well-maintained and clean vehicles, an appropriate supply of professional, friendly, well- trained drivers, a fleet comprised mostly of low or no emissions vehicles, and/or can provide most or all preferred features
Advantageous	A rating of advantageous will be given to Vendors that provide: an appropriate quantity and type of well- maintained and clean vehicles, an adequate supply of professional, friendly, well-trained drivers, a fleet including some low and no emissions vehicles, and/or can provide many of the preferred features
Not Advantageous	A rating of not advantageous will be given to Vendors that provide to a limited degree only: an appropriate quantity and type of well-maintained and clean vehicles, an appropriate supply of professional, friendly, well-trained drivers, a plan for hybrid/electric vehicles, and/or preferred features
Unacceptable	A rating of unacceptable will be given to Vendors that do not meet the required specifications

G. Timeline

Highly Advantageous	A rating of highly advantageous will be given to Vendors that can launch within one month of contract execution and have a high degree of flexibility to expand or contract the system to meet demand with minimal time delay
Advantageous	A rating of advantageous will be given to Vendors that can launch within 4.5 months of contract execution, and have at least a reasonable degree of flexibility to expand or contract the system to meet demand with reasonable time delay
Not Advantageous	A rating of not advantageous will be given to Vendors that can launch within 6 months of contract execution, and have at least a limited flexibility to expand or contract the system to meet demand
Unacceptable	A rating of unacceptable will be given to Vendors that cannot launch within 6 months of contract execution, and/or do not have flexibility to expand or contract the system to meet demand.

H. Reporting & Data

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide the City substantial and highly useful data in a compelling format, and provide nearly all of the preferred items
Advantageous	A rating of highly advantageous will be given to Vendors that provide the City useful data in a compelling format, and provide most of the preferred items
Not Advantageous	A rating of highly advantageous will be given to Vendors that provide the City data, and provide some of the preferred items
Unacceptable	A rating of unacceptable will be given to Vendors that minimally provide data and the preferred items

I. Service Levels

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide stringent service levels meeting or exceeding most of the preferred levels of service
Advantageous	A rating of advantageous will be given to Vendors that provide adequate service levels meeting or within range of most the preferred levels of service
Not Advantageous	A rating of not advantageous will be given to Vendors that provide weak service levels relative to the preferred levels of service
Unacceptable	A rating of unacceptable will be given to Vendors that do not provide service levels

J. Interviews & Follow-up Questions (If Conducted)

Highly Advantageous	A rating of highly advantageous will be given to Vendors that provide a highly professional presentations, clear and concise responses to interview questions, and clarify any issues raised by the evaluation team.
Advantageous	A rating of advantageous will be given to Vendors that provide professional presentations, reasonable responses to interview questions and adequately clarify any issues raised by the evaluation team.
Not Advantageous	A rating of not advantageous will be given to Vendors that provide unprofessional presentations, minimal responses to interview questions and fail to adequately clarify any issues raised by the evaluation team.
Unacceptable	A rating of unacceptable will be given to Vendors that do not provide incoherent presentations, do not respond to interview questions and do not clarify issues raised by the evaluation team.

XI. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposer which submits a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term “qualified, responsible and eligible proposer” shall be defined as a proposer which has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A reference check will be performed by staff to determine the qualifications and history of proposer's previous contract(s) of comparable size.

In evaluating proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the reference check of such proposers fails to satisfy the City that the proposers is properly qualified to carry out the obligations of the contract.

END OF SECTION

XII. Appendix

A. Supplementary Trip and Survey Data—Current Vendor

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the 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.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency

Termination for Convenience or Default (Cost-Type Contracts)

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

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

VIOLATION AND BREACH OF CONTRACT

A. Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

C. Claims for Damages:

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

D. Remedies:

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

E. Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

END OF SECTION

XIII. Attachment A - Price Proposal

Price Proposal – RFP #24-52

EVERETT COA TRANSPORTATION SERVICES

This form must be completed and placed in a **separate** sealed envelope marked
Price Proposal - Everett Transportation Services

Name of Firm or Individual Submitting Proposal:

(Please Print Clearly)

Address:

Telephone / FAX #:

E-mail Address:

Proposer acknowledges the following Addenda: , , , ,

The City accepts multiple pricing models including a flat fee for service, fee per trip and fee for vehicle service hour. Passenger fares will be set by the City with all revenue returned to the City, unless otherwise proposed by the Vendor.

The City needs to be able to compare Price proposals across various pricing models that it may receive. As such, a price estimate is required for providing 25,000 intra-Everett trips.

1. Provide a brief overview of your pricing model?
2. Please provide a budget showing anticipated costs and revenue for contract years one through three.
3. Ensure you fill in the section of the pricing template that helps the City determine the price for any service changes or upgrades, if applicable, including but not limited to:
 - a. Cost for additional service hours or trips
 - b. Cost to change vehicles to larger or smaller vehicles, or electric vehicles
 - c. Cost for customer service team exclusively dedicated to Everett and/or based in the United States. Please include these options as additional costs if they are not part of your standard customer service systems used in other markets.

4. Describe all additional fees or costs that may be charged to the City, that are not included in your price template, including items such as any credit card or transaction fees applied to fare revenue.
5. If you are not proposing to use electric vehicles, please describe any additional fees required on a per vehicle basis to upgrade vehicles to electric.
6. If you are proposing to do fundraising, please describe your fees for fundraising services. These should not be included in the template.

END OF SECTION

XIV. Attachment B - Technical Proposal Cover Sheet
Technical Proposal #24-52

EVERETT CITYWIDE TRANSPORTATION SERVICES

This form and accompanying materials must be completed and placed in a
separate sealed envelope marked
Technical Proposal – Everett Citywide Transportation Services

Name of Firm or Individual Submitting Proposal:
_____ (Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addenda: _____, _____, _____, _____,

Vendor Signature _____ (Title) _____

Name of Vendor _____

Date: _____

Enclosures: Bidders Qualifications and
References Form
Certificate of Non-Collusion
Certification of Tax Compliance

CITY OF EVERETT

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? ____YES ____NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? ____YES ____NO **WBE**? ____YES ____NO or **MWBE**? ____YES ____NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____YES ____NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____YES ____NO IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____ OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____ OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____ OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____ OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory)

*** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____ Date: _____

Corporate Name

By: _____ Date: _____ Corporate
Officer
(Mandatory, if applicable)

Print Officer Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal and are only provided here to demonstrate the type of forms the city will use when executing the final contract with the successful bidder.

CONTRACT FOR SERVICES

CITY: CITY OF EVERETT

VENDOR:

PROJECT:

The City hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as Exhibit A; (ii) Scope of Service attached hereto as Exhibit B; and (iii) the Price Proposal attached hereto as Exhibit C. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the City so advises the Vendor in writing.

INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker’s Compensation and Employer’s Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

Certificates of insurance evidencing the coverage required hereunder All such policies and certificates shall be written through companies and in forms acceptable to the City’s lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the City. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the City and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under Terms and Condition Number 8, shall name the City and such other parties as the City shall require as “Additional Insured” parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

TERM: June 1, 2024 – May 31, 2025.

Exhibit	A	B	C
Attached	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONSULTANT

Date Signed

CITY OF EVERETT:

Dale Palma
COA Director

Date Signed

Allison Jenkins
Chief Procurement Officer

Date Signed

Eric Demas
Chief Financial Officer/City Auditor
Account Number: _____

Date Signed

Colleen Mejia, Esq.
City Solicitor

Date Signed

Carlo DeMaria
Mayor

Date Signed

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the City. No member of the Project team shall be replaced without the consent of the City. The City shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the City shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the City at the Sites specified and with any party engaged by the City in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the City for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the City shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the City. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the city.

4. VENDOR'S COMPENSATION

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.
- b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.
- c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as Exhibit C. If the agreed rate schedule is not included in the Proposal or attached as Exhibit C, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.
- d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated

for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the City may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the City receives a proper statement. In no event shall the City be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the City or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the City without obtaining the City's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the City in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the City and the Vendor shall immediately deliver or otherwise make available such Materials to the City.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

- Workers Compensation Required Statutory Limits
- General Liability Combined single limit of \$1,000,000. Bodily Injury, Personal Injury, Property Damage, and Contractual Liability coverage.
- Auto Liability coverage for Owned, Non-Owned, and Hired automobiles in an amount of not less than \$1,000,000. Combined Single Bodily Injury and Property Damage.
- Umbrella Liability in an amount of not less than \$1,000,000 per occurrence.
- Professional Liability coverage in an amount of not less than \$1,000,000, annual aggregate applicable to this project. If such coverage is underwritten on a Claims-made basis, coverage must be maintained for a period of three (3) years from the completion of the contract.
- Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

At the request of the City, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the City prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the City shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the City and save harmless the City from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the City may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the City by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The city may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the City all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the City shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the City to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.
- d. Confidentiality. The Vendor shall not, without the City's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City's architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The City's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.
- b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the City is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

EXHIBIT B

SCOPE OF SERVICES

EXHIBIT C

PRICE PROPOSAL