

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

SCOPE OF WORK

RFP # 99-25

THE RIDE ACCESS CENTER (TRAC)

Date Issued: October 1, 2025

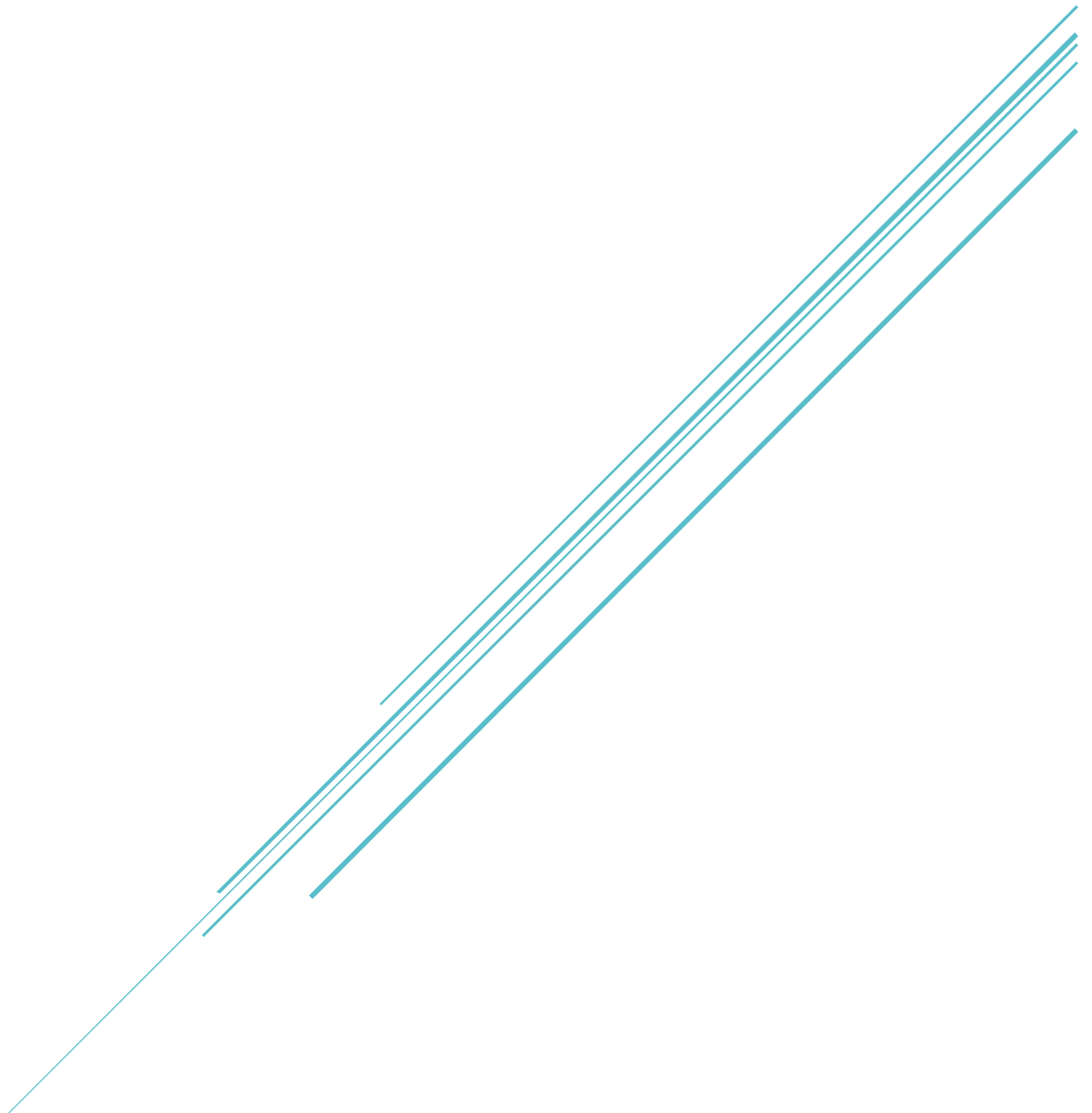


Table of Contents

| | | |
|-------|---|----|
| 1. | Introduction | 3 |
| 1.1. | Background..... | 3 |
| 1.2. | Paratransit Vision..... | 3 |
| 1.3. | Compensation Structure..... | 4 |
| 2. | Scope of Work | 4 |
| 2.1. | The Role of TRAC in The RIDE System | 4 |
| 2.2. | Objectives | 5 |
| 2.3. | Guiding Principles for Partnership and Collaboration..... | 6 |
| 2.4. | Public Outreach | 11 |
| 2.5. | Management and Personnel..... | 11 |
| 2.6. | Staffing | 12 |
| 2.7. | Service Providers | 16 |
| 2.8. | Run Structure Development | 17 |
| 2.9. | Service Analysis and Planning..... | 18 |
| 2.10. | Daily Scheduling | 18 |
| 2.11. | Reservations..... | 19 |
| 2.12. | Dispatching | 21 |
| 2.13. | Customer Communication | 22 |
| 2.14. | Safety | 24 |
| 2.15. | Emergency Response and Recovery Plan..... | 28 |
| 2.16. | Standard Operating Procedures (SOPs)..... | 29 |
| 2.17. | Data Collection, Reconciliation, and Management | 29 |
| 2.18. | Complaint Investigation and Response..... | 31 |
| 2.19. | Quality Assurance..... | 32 |
| 2.20. | TRAC Facility and Furnishings..... | 34 |
| 2.21. | Technology, Infrastructure, and Equipment..... | 35 |
| 2.22. | Reports and Deliverables | 41 |
| 2.23. | Transition..... | 47 |
| 2.24. | Compensation | 49 |
| 2.25. | Reference Information Documents (RIDs)..... | 57 |
| 2.26. | Additional Services..... | 57 |

1. INTRODUCTION

The Massachusetts Bay Transportation Authority (MBTA or Authority) is seeking a firm to serve as the Contractor responsible for managing The RIDE Access Center (TRAC) for The RIDE paratransit program. The RIDE is the MBTA's Americans with Disabilities Act (ADA) complementary paratransit service. The RIDE provides door-to-door, shared-ride, public transportation for eligible people who cannot use fixed-route transit (bus, subway, trolley) all or some of the time because of a physical, cognitive, or mental disability. More information is on the MBTA website (<https://www.mbta.com/accessibility/the-ride>) or in The RIDE Guide (see Reference Information Document (RID) 2.25.1 The RIDE Guide or <https://www.mbta.com/therideguide>). The MBTA is seeking a contract duration of three (3) years with four (4) one-year options, each to be exercised separately at the MBTA's sole discretion. The three-year base duration is intended to begin at Service Start Date and does not include the mobilization period between Contract Execution / Mobilization Start and the Service Start Date.

1.1. BACKGROUND

The RIDE complements the fixed-route system, operating 365 days a year, generally from 5:00 AM – 2:00 AM in fifty-eight (58) cities and towns. Complementary ADA paratransit service is provided to areas within $\frac{3}{4}$ -mile of fixed-route service. The RIDE provides “Premium” paratransit service for areas within the overall service area but outside of the $\frac{3}{4}$ -mile ADA area.

According to the Boston Region Metropolitan Planning Organization's 2023 Coordinated Public Transit-Human Services Transportation Plan, about 16% of the Boston regional population, 546,334 people, are older adults. About half of them report a disability. This age group is expected to grow to represent 20% of the population by 2050, while the total population is expected to grow 10%. Additionally, 10% of the population of all ages, 337,688 people, reported having a disability on the 2017-21 American Community Survey. The overall eligibility for The RIDE services is expected to grow in the coming years. Detailed demographic information is available online (<https://www.ctps.org/data/pdf/plans/CHST/2023-CPTHST-with-Appendix.pdf>).

People with a temporary or permanent disability that prevents them from using fixed-route public transit can apply for eligibility at the Mobility Center, which is operated by a separate MBTA contractor. At the Mobility Center, applicants are required to complete an in-person interview and assessment. The Mobility Center updates the complete electronic client file for immediate online availability to TRAC. TRAC also updates that same Customer file when notified by Customers and caregivers of pertinent changes. In addition to eligibility assessment, the Mobility Center offers transit travel instruction for people with disabilities (<http://www.mbta.com/accessibility/mbta-mobility-center>).

The MBTA has recently replaced its Transportation Management System (TMS) platform used to manage most aspects of this service. The prior server-based legacy reservation, scheduling, and dispatch system has been replaced with a cloud-based, software-as-a-service (SaaS) application, provided by Spare, that is changing how Trips are reserved, how service is scheduled, and how dispatchers manage service delivery. The new platform is changing the flow and tempo of reservation activity and requires the development of new scripts and procedures.

1.2. PARATRANSIT VISION

The MBTA's mission is to provide safe, reliable, and accessible transportation. Within that, The RIDE strives to provide Customers with disabilities frictionless public transit service and an exceptional Customer

experience. To achieve this, The RIDE must leverage the latest technologies and innovations and looks to partner with thought leaders who are aligned with our goals and approach.

1.3. COMPENSATION STRUCTURE

The MBTA is approaching the compensation to the TRAC Contractor in a way that ensures fair compensation for services provided while offering incentives for optimizing performance. New to this Contract will be the offering of both incentives and deferred assessment of most penalties. Our emphasis will be working with TRAC and our other contractors to improve performance by holding routine penalties in abeyance until the end of each quarter, to give TRAC time to remedy problems and improve performance. If contractors demonstrate progressive problem solving and achieve positive results, penalties may be partially forgiven each quarter at the MBTA's discretion. Additionally, the MBTA is offering contractors the potential for substantial incentive payments, should their performance deliver added value, efficiency, and cost savings to the Authority. Our overall goal is to focus on solving problems collaboratively, improving performance, and sharing the financial benefits to the Authority of such improvements with the TRAC Contractor.

It is expected that the TRAC Contractor will create and maintain an organization capable of not only performing all of the work as required, but also an organization capable of data-driven, continuous improvement of the operation. As described at various locations within this document, the terms of this TRAC Contract will *not* involve steady-state operations but will be a period of growth and transformation in which the TRAC Contractor will be expected to contribute to this change. This compensation structure will ensure that the TRAC Contractor assumes no financial risk during this period, is given leeway to improve deficiencies, and may also earn bonuses for exemplary performance.

2. SCOPE OF WORK

2.1. THE ROLE OF TRAC IN THE RIDE SYSTEM

The operational concept envisioned and described in this Request for Proposals (RFP) is based on a single entity taking full responsibility for the reservation of The RIDE's Trips, the assignment of those Trips to schedules and vehicles, and the supervision of the delivery of those Trips. The RIDE services are directed by the MBTA, which oversees TRAC, the Mobility Center, and The RIDE Service Providers. TRAC takes reservations for Trips between 1 and 5 days in advance. Currently, reservations are accepted until 5:00 PM the day prior. RIDE transportation service is provided by:

- 1) Dedicated Service Provider (DSP) contractors using MBTA-owned and branded sedans and lift-equipped vans;
- 2) Personnel from Non-Dedicated Service Provider (NDSP) contractors providing ADA-level service and operating their own vehicles displaying a "The RIDE" magnetic sign; and
- 3) Riders can also opt-in to the RIDE Flex mobility On-Demand program using Uber and Lyft. This program provides riders with On-Demand options including same-day Trips that they book directly through Uber or Lyft. TRAC also may assign prescheduled Integrated rides, unless riders opt-out, to Uber and Lyft. Uber and Lyft provide access to real-time and past Trip data to TRAC for all Trips that TRAC has dispatched to Uber and Lyft. Uber and Lyft both subcontract for wheelchair accessible vehicles (WAVs) to transport non-ambulatory clients.

As described in The RIDE Guide, each Customer has an electronic RIDE account and is responsible for depositing funds into that account before booking Trips; no fare collection occurs on vehicles. Fares are reserved from each account as they are scheduled and debited once the Customer has boarded. TRAC has the ability to see the funds in each RIDE account, and it is their duty to inform clients if the balance is running low when they call to book a Trip.

TRAC dispatchers oversee daily operations including vehicle times and locations at each pickup and drop-off location, communication with Vehicle Operators and window dispatch at each provider, processing no-show requests, managing emergency and incident responses, etc. TRAC reassigns Trips between vehicles as necessary to provide On-Time service. TRAC also monitors the quality of services provided. TRAC reports this information to the MBTA which is responsible for directly managing Service Providers.

TRAC is responsible for scheduling vehicle run assignments for each contractor, from the time departing the Service Providers' facilities to the return time. The responsibility of providing, assigning, and scheduling trained Vehicle Operators (Vehicle Operator run assignments) for these vehicles, changing vehicles and Vehicle Operators as needed, and maintaining these vehicles rests with these contracted Service Providers. Vehicle Operators act as agents of the Service Providers.

2.2. OBJECTIVES

The MBTA is seeking a true strategic partner to serve as the TRAC Contractor – one that will take full responsibility for the day-to-day management of the entire program as well as take initiative to drive forward operational, programmatic, and strategic changes that benefit both RIDE Customers and the MBTA. While this RFP contemplates many specific tasks required to accomplish the goals set forth, a successful firm will understand that new or additional tasks or initiatives will be identified by both parties over the course of this agreement. We invite all proposing firms to present the MBTA with detailed ideas and alternative operating concepts that will provide the best approach to service delivery.

To provide further broad clarification of the responsibility of TRAC, below is a description of TRAC's responsibilities in the context of a hypothetical Trip reservation:

- 1) The Trip request will be made by the Customer using a phone system and/or online or app-based reservation system, which will be provided by the MBTA;
- 2) All personnel working to intake and schedule passenger Trip requests shall be directly employed by the TRAC Contractor;
- 3) All passenger eligibility information will reside in the electronic reservation and scheduling system provided and maintained by the MBTA and the Mobility Center contractor;
- 4) TRAC will negotiate as needed, and as permitted by the ADA, with the passenger and shall confirm their Trip request, in conformance with the MBTA's policies;
- 5) TRAC will then have full authority to schedule the Trip, along with other Trips received, in the most efficient and compliant means possible, using the MBTA-provided TMS software;
- 6) When it comes time for the Trips to be delivered, TRAC shall ensure the TMS assigns all Trips to Service Providers, in accordance with MBTA policies, and shall ensure that Trips arrive within the scheduled time frame;

- 7) TRAC shall communicate with Vehicle Operators and Service Providers as needed throughout the service day and shall make changes to schedules and Trip assignments as needed and as typical with paratransit;
- 8) TRAC shall collect all necessary information to fully document the delivery of service and shall report same to the MBTA, as required;
- 9) TRAC shall ensure that all data collection processes are done with sufficient integrity to provide accurate reporting;
- 10) TRAC shall be responsible for reviewing, investigating, and responding to Customer Complaints assigned to TRAC by the MBTA. This shall include collecting all necessary information to ensure that investigations can be successfully conducted into reported matters, that passengers will be informed of the results of the investigations, and that each step of this process is auditable to determine root causes(s) and the responsible parties; and
- 11) TRAC shall daily, and as further needed or specified, collect data on performance and shall use Key Performance Indicators (KPIs) to report this performance to the MBTA as required.

The intent of the narrative above is to provide proposing firms with a high-level description of the scope of effort the MBTA is seeking. The MBTA is looking not for a simple collection of personnel to mechanically execute MBTA policies and procedures, but rather a competent and professional organization that has the skills, experience, and resources to assume dynamic and proactive ownership of TRAC and will work with the MBTA, as a partner, to grow a program that will become a national example of excellence.

In the spirit of continuous improvement, the MBTA expects to evolve TRAC during the term of this contract. Although the starting concept of operations involves TRAC staff acting as dispatchers and managing the service delivery in real-time (including communication with Vehicle Operators), it is possible that the MBTA may devolve some Vehicle Operator management/dispatch responsibilities back to the Service Providers at some point during this contract. It is also possible that the MBTA may change the Trip scheduling process to include more collaborative interaction with the Service Providers' operations staff to take advantage of insights the providers may offer, based on their experience delivering service. Of course, these are hypothetical examples of ways the program may evolve, but they are mentioned here to underscore the intention of the MBTA to improve and evolve the program in real-time during the life of this contract, with the goal of optimizing the performance and efficiency of the program and service to Customers.

2.3. GUIDING PRINCIPLES FOR PARTNERSHIP AND COLLABORATION

2.3.1. General Requirements

Contractor shall use and further refine the following guiding principles and interaction cadence to foster collaboration and accountability among all parties involved in The RIDE ecosystem, which includes the MBTA, DSPs, NDSPs, Mobility Center, and external vendors.

- 1) Contractor shall act in the best interest of the MBTA in all interactions and relationships with DSPs, NDSPs, the Mobility Center, and other external vendors, as required.
- 2) Contractor shall foster open and honest communication among Service Providers to ensure the delivery of service on a daily basis.

- 3) Contractor shall develop and employ standard operating procedures (SOPs) in conjunction with the Service Providers to govern the interactions between Contractor and Service Providers.
- 4) Contractor shall maintain independent, strong working relationships with all parties involved in The RIDE ecosystem.
- 5) Contractor shall embrace the joint responsibility of “continuous improvement” to monitor and measure performance, identify deficiencies, formulate and implement improvements, and again monitor the performance of the system on an ongoing basis, with the goal of continuous operation optimization to drive efficiency and customer service.
- 6) Contractor shall organically and proactively strive for the best possible approach to its management of the program and shall be free to propose changes to processes, staffing, organization, procedures, and other elements of the program, to achieve the best, most efficient possible performance of The RIDE. It is expected the Contractor will frequently present the MBTA with a proposal and business case for the implementation of changes to practices and procedures that will meet the MBTA’s goals of increasing operational efficiency, reducing costs, and providing quality customer service.

TABLE 2.3 – INTERACTION CADENCE

| MEETING | CADENCE | REFERENCE |
|---------------------------------|---|--|
| Weekly Operations Meeting | Any regular day of the week | 2.3.2 Weekly Operations Meeting |
| Monthly Leadership Meeting | Any regular day of the month | 2.3.3 Monthly Leadership Meeting |
| Monthly Performance Review | By 7 th business day of following month | 2.3.4 Monthly Performance Review |
| Quarterly Safety Meeting | In 2 nd month of each following quarter, except where it would conflict with the Annual Safety Meeting (November, February, May) | 2.3.5 Quarterly Safety Meeting |
| Quarterly Business Review (QBR) | In 2 nd month of each following quarter (November, February, May) | 2.3.6 Quarterly Business Reviews (QBR) |
| Quarterly Performance Review | In 1 st month of each following quarter (October, January, April, July) | 2.3.7 Quarterly Performance Review |

TABLE 2.3 – INTERACTION CADENCE

| MEETING | CADENCE | REFERENCE |
|-------------------------|--|-------------------------------|
| Annual Safety Meeting | By 2 nd month of the following fiscal year (August) | 0 Annual Safety Meeting |
| Annual Business Meeting | By 2 nd month of the following fiscal year (August) | 2.3.9 Annual Business Meeting |

2.3.1. Daily Staff Communications

Contractor shall maintain an up-to-date list of key points of contact and back-ups across each of the operational areas of service and distribute the list to all Service Providers. Contractor shall communicate future operational needs in advance of the day of service to allow Service Providers sufficient time to staff and react accordingly.

2.3.2. Weekly Operations Meeting

Contractor shall host weekly meetings consisting of the MBTA, key operations management from Service Providers, and any other necessary vendors associated with the program to review and optimize the workforce management plan, analyze and report on operational performance, raise issues and concerns, solve any day-to-day operations challenges, perform root-cause analyses, and plan for the week ahead with respect to demand planning and staffing. Contractor shall ensure that any action items are assigned to the appropriate party and reviewed at the next meeting.

2.3.3. Monthly Leadership Meeting

Contractor shall host monthly meetings consisting of top leadership from Service Providers and external vendors to align operational performance, address escalated concerns, and review strategic direction for The RIDE. Contractor shall ensure that any action items are assigned to the appropriate party and reviewed at the next meeting. Contractor shall ensure that meeting locations rotate among vendor locations.

2.3.4. Monthly Performance Review

By the 7th business day of each month, the TRAC team will host a meeting with MBTA staff for the purpose of reviewing the past month’s performance. This meeting shall be the responsibility of the TRAC team, who will set the agenda and prepare all materials and presentations for the meeting. During this meeting, the TRAC management team will report on all aspects of their performance, including KPI performance, and will address all areas in which performance triggered the assessment of penalties. The TRAC team will also report and discuss all areas of performance that met or exceeded KPI goals and discuss the reasons for this enhanced performance.

During these meetings, it will be the responsibility of the TRAC management team to present an analysis of any areas where performance did not meet standards. This analysis will include root-cause analysis of any problems, along with remediation plans that the TRAC team will implement to address these problems. Remediation plans shall be specific and must include the following elements:

- 1) Analysis of the deficiency;

- 2) Proposed corrective actions;
- 3) Identification of the TRAC staff member responsible for implementing the remediation plan;
- 4) A timeline for the remedial efforts and expected results; and
- 5) Reporting on any changes or improvements since the last report on the deficiency, along with any changes to the remediation approach.

MBTA personnel will attend these meetings, listen to these reports, and may ask for clarification related to the proposed remediation. However, MBTA staff will not participate in “problem solving” discussions. It is understood that the TRAC team will be entirely responsible for their performance and shall take all appropriate measures to ensure that performance returns to standards.

Within three (3) business days of the conclusion of the Monthly Performance Meeting, MBTA staff will inform TRAC management of any penalties that will be held in abeyance at the Authority’s discretion. MBTA staff may continue to hold penalties in abeyance throughout each quarter, if the TRAC team demonstrates sincere, significant, and appropriate remediation efforts. It is the MBTA’s goal to fix performance problems, not assign penalties, and the Authority will make all reasonable efforts to give TRAC the time to do this.

2.3.5. Quarterly Safety Meeting

Contractor shall identify a Safety Representative who shall attend quarterly meetings with MBTA Safety to discuss safety-related incidents, hazards, non-compliances, defects, violations, Complaints, corrective actions, trending and other concerns, and Contractor’s compliance with the Contractor Safety Compliance Plan (CSCP).

2.3.6. Quarterly Business Reviews (QBR)

MBTA will host quarterly meetings between the Contractor and the MBTA to review the prior quarter’s performance based on operational, financial, safety, and other factors to review compliance with the safety plan (see Section 2.14.3 Contractor Safety Compliance Plan), set priorities for the coming quarter, analyze any trends in performance, provide action plans to improve future performance, and discuss any upcoming major initiatives. The QBR shall also monitor and report on financial progress relative to yearly negotiated costs. QBR shall include any additional metrics and/or analyses requested by the MBTA.

2.3.7. Quarterly Performance Review

Each quarter, the Monthly Performance Meeting will be conducted as usual but will include the additional step of a decision on the assessment of or forgiveness of penalties that have been held in abeyance. The MBTA recognizes that no contractor can perform without fault, and the Authority wishes to give the TRAC Contractor reasonable time to fix problems. The MBTA also recognizes that problem solving often takes additional resources that may not have been anticipated by any of the parties, and that some financial resources would better serve the program if they were expended on problem solving and improvement, rather than forfeiture to the Authority as penalty assessment. For these reasons, the MBTA will exercise judgement in each case of substandard performance and may forgive or reduce penalties that have been held in abeyance for the quarter.

In deciding on the final disposition of penalties which have been held in abeyance, the MBTA will use a data-driven process that sets clear standards for performance while simultaneously allowing for an honest discussion between the MBTA and contractors around the causes and responsibility

for both under- and above-average performance. The MBTA will take into consideration the scope, magnitude, and sincerity of TRAC remediation efforts. Using a three-month period for assessing performance, this process will focus more on trends in performance as exhibited by the KPIs than on individual, one-off events that could drive performance over a shorter time span. As the KPIs identified for quarterly review are complex and not necessarily the sole responsibility of TRAC or any single contractor, this process shall include representatives from all contractors with a significant impact on performance as informed by any one of these predetermined KPIs.

This process, the Quarterly Performance Review, will begin with the quarterly review of TRAC performance and trends over the previous three-month period. Within 15 days of the end of each quarter, the MBTA will compile a quarterly report of RIDE performance metrics and share this with all RIDE contractors. Within the following 7 days, TRAC will hold the Quarterly Performance Review meeting with RIDE Staff to:

- 1) Review that quarter's KPIs and performance trends;
- 2) Discuss root causes for any performance above or below KPI thresholds;
- 3) Report on TRAC management actions directed toward continuous improvement, which shall be the overall goal off the quarterly meetings; and
- 4) Provide the MBTA with information to determine each contractor's responsibility for performance that quarter and to assess deductions or incentives accordingly.

The Quarterly Performance Review shall be the final opportunity for all contractors to make their cases to the MBTA regarding responsibility for and causes of performance that quarter.

After the conclusion of the Quarterly Performance Review meeting and before the end of the calendar month, the MBTA shall decide on the monetary value of any adjustments and shall apportion these values to TRAC or other contractors.

The MBTA will then assign any deduction or incentive amounts to TRAC, which shall be credited or debited to the TRAC Contractor in equal monthly installments over the Contractor's next three monthly invoice submittals. The MBTA's decision on the assessment of Quarterly Performance Adjustments will be final; no appeals or waiver requests will be entertained after a decision has been made. The amount assessed in deductions or incentives shall be at the sole discretion of the MBTA.

Quarterly Performance Review meetings shall begin after TRAC go-live; however, the MBTA shall not enforce KPI standards until the MBTA determines that operations have stabilized. This is to all the data from the first months of operation to set the benchmarks to be used in the quarterly performance adjustments. The categories below may constitute the Quarterly Performance Review KPIs:

- 1) Productivity
- 2) Blended Average Cost
- 3) On-Time Performance
- 4) Vehicle Utilization
- 5) Call Center Service Level
- 6) Customer Satisfaction

2.3.8. Annual Safety Meeting

The TRAC Contractor's General Manager shall meet with the MBTA Chief Safety Officer (CSO) on an annual basis.

2.3.9. Annual Business Meeting

MBTA and the TRAC Contractor will meet on an annual basis to review annual plans.

2.3.10. Ad-Hoc Performance and Productivity Working Group

Contractor shall be responsible for managing and facilitating a working group dedicated to on-time performance (OTP) and productivity. This working group shall comprise members of TRAC, DSPs, and MBTA, and shall convene as necessary to ensure that OTP is consistently within an acceptable range and that vehicle utilization is optimized.

2.3.11. Ad-Hoc Meetings

Contractor shall schedule and conduct meetings with MBTA and/or other parties as necessary.

2.4. PUBLIC OUTREACH

The MBTA will be responsible for all communication with the media, will approve and convene all public meetings, and will approve all content distributed to the public.

Contractor shall participate in public outreach and meetings as requested by the MBTA. Contractor shall make available appropriate staff for these activities, as requested by the MBTA. Meetings may take place during regular work hours, evenings, or weekends.

Contractor shall have no contact with the public, other than regarding specific Trips, or with the media except as approved and authorized by the MBTA.

2.5. MANAGEMENT AND PERSONNEL

2.5.1. Duties

Contractor shall provide dedicated, qualified, and properly trained on-site staff and corporate management to support smooth functioning of all TRAC operations including communication with MBTA and Service providers; joint problem solving and innovative service planning for continuous improvement; adherence to the requirements of the Contract and all RIDE policies, procedures, and standards; and compliance with all applicable federal, state, and local laws and regulations including, but not limited to, the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), United States Department of Transportation (US DOT), Americans with Disabilities Act (ADA), Equal Employment Opportunity Commission (EEOC), and Massachusetts General Law 159A1/2 (Transportation Network Companies).

Contractor shall provide sufficient numbers of qualified and properly trained staff at all times necessary to perform all Contractor responsibilities. Contractor shall provide sufficient supervision at all levels to ensure effective oversight of all staff. If the MBTA, in its sole discretion, determines Contractor's staffing levels to be insufficient at any point in time, the MBTA reserves the right to require adjustments as necessary. Contractor shall make corporate support available for the life of the Contract in such amount and frequency as is required to meet the needs of the business, including on-site project visits when necessary. Corporate support shall include touchpoints at regular intervals or when new initiatives are introduced that may impact reporting, workflow, or

process. In the event Contractor's or its subcontractor's operational metrics trend in a negative way, or performance standards are not being met, corporate support shall be available remotely or, if needed, on-site to assist.

2.5.2. Non-Discrimination

Contractor shall act in full compliance with Title VI of the Civil Rights Act of 1964 and ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. This shall include taking steps to provide meaningful access to programs and services for people with limited English proficiency.

2.5.3. Vetting

Contractor shall conduct the following vetting process for all existing employees at the time of contract start, upon hiring for all new staff, and on an annual basis. This will include, at a minimum:

- 1) Social Security Number verification
- 2) Employment look-back – 5 years
- 3) Education – as applicable, either the highest degree or HS diploma
- 4) Criminal – 7 years outside Massachusetts only
- 5) Criminal Offender Record Information (CORI) related to misdemeanor records, felony convictions, and records of all criminal court appearances in Massachusetts. The CORI shall be inclusive of a Level II Sex Offenders Registry check. When reviewing a CORI report containing a criminal conviction(s), the Contractor shall make a determination concerning the status of the candidate for employment, promotion, or transfer according to the General Guidelines and Specific Guidelines outlined in RID 2.25.2 Pre-Employment Requirements. If a candidate passes, the front page of the CORI report is printed and added to the employee file. If the report reveals potential disqualifiers, candidate is notified and given an opportunity to remedy.

Any employee of Contractor's with a history that includes a felony conviction for a barrier crime to an individual, any conviction for theft, or who appears otherwise unsuitable to perform the work that is the subject of this solicitation throughout the Term of this Contract or any extensions thereof, shall not be assigned by Contractor to perform work under this Contract.

The MBTA reserves the right to have MBTA perform the required background checks and shall promptly notify the Contractor in writing of any such action.

2.6. STAFFING

2.6.1. General Staffing Requirements

- 1) It shall be responsibility of the Contractor to design and staff the organizational and personnel structure necessary to do the work described in this RFP. This includes the leadership, professional positions, frontline staff, reporting relationships, lines of control, reporting and authority, position descriptions, experience requirements, compensation ranges, and any other elements of a full staffing plan for this work.

- 2) Ultimately the Contractor shall ensure that all required responsibilities are addressed and that adequate staff time is ensured for the completion of all responsibilities. Contractor shall justify and demonstrate the advantages to the MBTA of a proposed Staffing Plan prior to MBTA approval.
- 3) Contractor shall ensure that all requirements and performance expectations for this Contract are met; all required responsibilities are always staffed by staff who are trained to proficiency; and all reservations, scheduling, and dispatching tasks are handled in a timely, reasonable, and efficient manner, at peak as well as non-peak service and call-taking times. In the case of extended periods of poor performance, the MBTA reserves the right to require changes in staffing levels at its discretion.
- 4) Contractor shall provide an experienced and high-quality workforce that is highly motivated and has sufficient knowledge or data to understand the region's transportation network and traffic flow.
- 5) Contractor shall ensure that its personnel, at all times, present themselves and carry out their functions in a highly professional manner, befitting their role as customer service representatives and ambassadors of The RIDE. Contractor shall ensure a positive public perception of the MBTA and The RIDE and utilize best practices and guidelines for customer service.
- 6) If Contractor chooses to use subcontractors, including companies and independent contractors, to fulfill the requirements of this Contract, the Contractor shall be responsible for full compliance of subcontractor staff with all requirements of this Contract. Contractor use of any subcontractor shall be reviewed and approved by the MBTA.
- 7) Contractor acknowledges that all safety sensitive personnel (see 2.14 Safety) shall be subject to the standards specified by the MBTA, State and/or Federal regulations, and other non-conflicting standards established by Contractor.

2.6.2. Training Requirements

Contractor shall ensure that all employees undergo mandatory trainings at the frequency mandated below, or as deemed necessary by the MBTA:

- 1) Customer Sensitivity Training must be provided upon hire and every two years thereafter;
- 2) Security Awareness and Emergency Preparedness Employee Training (SAEPET) upon hire and every three years thereafter;
- 3) Necessary software (including TMS and phone system) training;
- 4) Customer Service training;
- 5) Anti-sexual/workplace harassment training; and
- 6) Contractor shall ensure that all personnel are trained to be proficient at the tasks assigned to them.

Contractor shall ensure all staff are trained as necessary to their position in federal, state, local, and MBTA policies and procedures (including, but not limited to, EPA, OSHA, US DOT, MassDOT, ADA, and EEOC) before beginning work under this Contract.

2.6.3. Prohibition of Employees Working for Multiple Contracts

All Contractor personnel shall be 100% dedicated to the performance of this contract during assigned work hours with the selected TRAC Contractor. Contractor employees may engage in employment with other RIDE-related Contractors, provided that such employment does not conflict or overlap with employment by the TRAC Contractor.

2.6.4. MBTA's Right to Remove Personnel

- 1) Contractor personnel shall at all times be under the sole control and direction of the Contractor and shall not be considered for any reason to be employees of the MBTA. The Contractor assumes all liability and agrees to hold the MBTA harmless from any claims or actions on behalf of the employee(s).
- 2) Contractor acknowledges that the MBTA has the right, for any reason, to require the removal of any Contractor employee (or subcontractor) from this project, or from any position of responsibility supporting this project. The MBTA's right to remove a Contractor employee from this project shall not be construed as requiring the Contractor to make any sort of determination concerning the employee's employment with the Contractor.

2.6.5. Key Personnel

- 1) The Contractor shall define and specifically designate positions within their organizational structure that will be Key Personnel. Such positions shall be designated as such if they hold significant management responsibility over some or all of the operation and/or they possess unique technical skills which would be difficult to quickly replace. Key Personnel for this Contract shall, at a minimum, include the General Manager, their direct reports, and other senior management.
- 2) No substitution of Key Personnel will be allowed without the prior written approval of the MBTA. Contractor shall submit to the MBTA resumes and references for Key Personnel proposed to fill currently vacant positions or to replace existing Key Personnel. The MBTA may require interviews with these candidates to validate their professional qualifications.
- 3) Contractor shall ensure MBTA employees are able to contact Key Personnel and appropriate coverage is provided throughout the operation.

2.6.6. Comprehensive Workforce Plan

The Comprehensive Workforce Plan shall be included as an attachment to the Proposal and shall be composed of three main components:

- 1) Staffing Plan:

Contractor shall develop and maintain a Staffing Plan detailing planned staffing levels by job function, job title, full-time or part-time status, and work shift for all staff assigned to TRAC (Staffing Plan). In developing and maintaining the Staffing Plan, Contractor shall utilize all metrics and analysis from below that are needed to achieve service performance standards. The Contractor shall be responsible for review of the Staffing Plan and its assumptions during every Quarterly Business Review with adjustments and changes approved by the MBTA at that time.

Contractor shall develop, maintain, and improve the TRAC Staffing Plan to include:

- a. Metrics that will be used to determine the appropriate level of staffing, by job type, for given call volumes and services demands. As an example, these metrics may include measures such as:
 - i Calls per Reservationist (reservations call group)
 - ii Average Handle Time, occupancy/utilization, shrinkage, etc.
 - iii Trips per scheduler and routes per scheduler
 - iv Routes per dispatcher
 - v Ratio of reservationists to lead reservationists
 - vi Ratio of dispatchers to lead dispatchers and/or lead dispatchers per provider and per shift
 - vii Complaints per quality assurance staff
 - viii Average scheduled outs and callouts by day for each job type
 - ix Expected and actual annual turnover rates by job type
 - x Expected and actual call volume and Trip requests by hour, day, and month
 - xi Actual staff and new hires needed by week
- b. Based on the above and other metrics, Contractor shall produce and maintain an ongoing analysis that results in a staffing forecast of expected staff needed by hour, day, and month.

2) Recruitment, Hiring, and Engagement Plan

Contractor shall maintain a recruitment, hiring, and engagement plan in line with the rest of the Comprehensive Workforce Plan. The Contractor shall employ best practices in maintaining the recruitment, hiring, and engagement plan to minimize staff turnover, including hiring, training, supervision, compensation, work environment, and incentive and morale programs. The recruitment, hiring, and engagement plan shall include and take into consideration factors such as:

- a. Predicted wages and benefits
- b. Predicted attrition rates
- c. Use of outside sourcing and recruiting agencies as necessary
- d. Screening, interviewing, and talent evaluation approach by job function
- e. Employee engagement, recognition, and team-building activities
- f. Bonus and performance structure
- g. Employee career ladder
- h. Tools, incentives, and other efforts for improving retention
- i. Recruitment plan and approach by job function

- j. Coaching and other means to monitor and improve employee performance

3) Training Plan

Contractor shall develop, conduct, and maintain a plan for initial training, retraining, and regularly scheduled ongoing training for all personnel employed in providing service for this Contract that provides personnel with the appropriate knowledge and current information to perform services required by the MBTA (Training Plan). The Training Plan shall include, at a minimum:

- a. A training curriculum summary for each job family and level, (e.g. supervisor, reservationist, dispatcher, quality assurance), outlining and indicating the types of training and re-trainings to be provided (e.g. topics to be covered, classroom vs. hands-on vs. mentored), and the hours of each type of training.
- b. New hire onboarding training process and plan to track performance progression metrics.
- c. Metrics to be used to measure effectiveness of training and to ensure proficiency with all job duties.
- d. Staff responsible for implementing the plan and providing the training.
- e. Contractor shall create and maintain a central repository for all training materials and utilize a standard process for updating and maintaining the accuracy of the training materials.
- f. Training sessions and all training materials shall be made available to the MBTA upon request for observation and inspection.

2.6.7. Code of Conduct

Contractor shall develop a business code of conduct (Code of Conduct) for its employees and submit it to the MBTA for review and approval. Contractor shall advise the MBTA immediately of any violations of the Code of Conduct and any actions to be taken by the Contractor with respect to the violation.

2.7. SERVICE PROVIDERS

2.7.1. General Requirements

Contractor shall be responsible for adopting existing or developing new methods of communication between Contractor and any new or existing Service Providers.

Contractor shall be responsible for utilizing the TMS to identify which Trips are to be serviced by which Service Providers in accordance with MBTA policies and criteria.

2.7.2. Dedicated Service Providers

Contractor shall be responsible for coordinating with the MBTA and DSPs on the development of run structures for Dedicated Service Providers in accordance with Section 2.8.

2.7.3. Non-Dedicated Service Providers

Contractor shall make use of NDSPs as a cost-effective strategy to meet peak demand and provide service during low Productivity time periods. Contractor shall also make use of NDSPs as a cost-

effective way to serve long, out-of-the-way Trips; Unmatched Trips; and to respond to re-emerging No-Shows; and service disruptions due to breakdowns or accidents. Contractor shall use NDSPs in a strategic fashion to reduce the overall unit cost per Trip of a paratransit service and, concurrently, increase Productivity.

Contractor shall work with the MBTA and its TMS provider to develop a dynamic optimization model to compare the cost, in real time, of delivering Trips via different modes. TRAC is responsible for ensuring all shifted Trips comply with relevant MBTA requirements.

Contractor shall work with all NDSPs to establish needed communications links for the transmission of schedules and data.

In the event that a Non-Dedicated Service Provider (NDSP) that does not provide ADA paratransit service is utilized to perform a rescue Trip for a customer who has not previously opted into receiving Trips from that provider in writing, TRAC is responsible for receiving recorded verbal consent from the Customer to receive service from this NDSP.

TRAC shall review *all* calls related to Trips shifted in this manner to confirm that a verbal opt-in was provided and shall report:

- 1) The number of Trips shifted in this manner, and
- 2) The number of Trips for which a verbal opt-in meeting the requirements agreed upon between MBTA and TRAC *was not given* by the Customer.

2.7.4. New Provider Integration

The MBTA will add, replace, or remove Service Providers, including both DSPs and NDSPs, as necessary. The MBTA will determine, in its sole discretion, whether to add additional Service Providers. The MBTA shall be responsible for procuring and contracting with all Service Providers.

Contractor shall be responsible for integrating any new Service Providers and developing new, or re-developing existing, processes and procedures as necessary.

2.8. RUN STRUCTURE DEVELOPMENT

Contractor shall establish and optimize the Dedicated run structure in consultation with each Dedicated Service Provider for each day of the week. The run structure shall include contingency assignments, particularly during typical time periods of high demand, to achieve On Time Performance and Productivity objectives. Contractor shall ensure that run structure schedules are based on the actual mix of vehicles (and their capacities) operated by each DSP and account for the scope of services performed by each DSP, as well as compliance with work-related terms required by DSPs' Collective Bargaining Agreements (CBAs) with the Vehicle Operators unions.

Contractors shall factor historical and projected performance of NDSPs into the development of DSP run structures in such a way that optimizes the use of both DSPs and NDSPS.

Contractor shall be responsible for entering the completed run structure into the TMS.

The RIDE Service Providers shall develop Vehicle Operator work schedules (Vehicle Operator Runs) to fill the run structure. The Contractor, together with the MBTA, shall meet with each DSP to ensure that the DSP will be able to cover such runs.

Contractor, in consultation with the MBTA, shall review and optimize the run structure as necessary, and at least every 6 months, to maximize efficiency, to match variations in demand for rides, and to accommodate

major variations in Non-Dedicated Service (see Section 2.7.3). As a result of each semiannual review, MBTA may authorize the Contractor to adjust, add, or delete a run or shift a run structure from one Service Provider to another. It shall be the Contractor's responsibility to proactively manage this process and make recommendations to achieve optimal performance.

2.9. SERVICE ANALYSIS AND PLANNING

The Contractor shall be responsible for the ongoing analysis and planning for the continuous improvement, and necessary expansion, of The RIDE service. This shall include the development of such measures, analytics, reports, plans, and projections as may be necessary to fulfill this responsibility.

As an example, the incumbent Contractor is or has developed and tracked the following metrics: Trip requests; Trips provided; requested service capacity; actual service capacity; and service performance by hour, day, month, service region, and Service Provider. Contractor shall use these and other appropriate analyses to project expected Trip volume for upcoming days, weeks, and months. Contractor shall communicate this information to Service Providers on a regular daily, weekly, and monthly cadence. Contractor shall continually update and adjust this matrix based on an analysis of expected vs. actual metrics.

Contractor shall have the responsibility to develop recommendations for the MBTA to improve system performance and efficiency, including changes to the run structure and Service Mix, the TMS system parameters, operational policies and procedures, and the addition of new DSPs and/or new NDSPs. Contractor shall assist the MBTA in implementing these recommendations.

Contractor shall analyze run structures and On-time Performance for each Service Provider and develop recommendations for periodic run structure changes to improve performance and Productivity as necessary or as directed by the MBTA.

Contractor shall be solely responsible for ensuring that all use of NDSPs meets existing and future local, state, and federal regulations, including but not limited to those set for in the ADA and by the Federal Transit Administration (FTA), as well as all applicable MBTA policies and procedures.

Contractor shall conceptualize and recommend to the MBTA innovative operating policies and procedures and innovative uses of technology to achieve improved service quality, Productivity, or both. These recommendations shall include innovative uses of the TMS to improve reservations, scheduling, and dispatching. These recommendations shall then be used to develop service improvement proposals and plans for the MBTA's consideration.

Contractor shall develop and implement a Service Planning Document within one hundred twenty (120) calendar days of the Contract Effective Date that incorporates the guidelines as set forth in RID 2.25.3 Service Planning Policy Document.

2.10. DAILY SCHEDULING

The RIDE's new TMS requires a new approach to scheduling. The system requires less human intervention, and its routes are constantly in flux as it reoptimizes before and during the day of service. The TRAC Contractor will need to become intimately familiar with this platform and work to modify procedures and staffing as necessary.

Contractor shall take all Customer Trip requests and develop daily vehicle schedules. This daily scheduling shall be performed by TRAC in accordance with all policies and performance standards set forth in this Scope of Work.

Contractor shall manage, regularly review, and modify as necessary Recurring Trips in cooperation with riders, caregivers, and site personnel to ensure efficient scheduling and resource utilization.

Contractor shall use all resources available to optimize schedules for the next service day. Within parameters allowed by Vehicle Operator Collective Bargaining Agreements (CBAs), the Contractor may also modify the start and end times or close runs, in consultation with Service Providers.

Contractor shall confirm and track DSP ability to cover each run. Contractor shall notify the MBTA of any operationally significant deficits.

Contractor shall utilize NDSPs for Trip assignments, considering the following operational and regulatory factors (at a minimum):

- 1) Customer preference, permission, and equipment;
- 2) Typical demand at each time of day on each day of the week;
- 3) Availability, capacity, and accessibility of NDSPs and vehicles;
- 4) Work rules for Vehicle Operators of Dedicated vehicles;
- 5) The cost of NDSP trips;
- 6) DSP operating costs and Productivity at each time of day; and
- 7) Any guaranteed minimum Trip volumes in NDSP agreements, adherence to the RIDE standards and procedures, and any relevant governing policies or regulations.

Contractor shall work in coordination with the Service Providers to make any adjustments or changes that would occur due to callouts, late Pull-Outs, or other morning-of issues.

Contractor shall develop and keep up to date a scheduling standard operating procedure in the Service Planning Document using the guidelines as set forth in RID 2.25.3 Service Planning Policy Document. This document shall detail all of the tasks to be performed by schedulers. The standard operating procedures shall describe ADA and MBTA scheduling requirements and policies, software tools and reports to be used in the scheduling process, and timelines for all tasks to be performed. Any revisions to the current standard operating procedures are subject to MBTA review and approval prior to implementation.

Contractor shall work with Service Providers to extend Vehicle Operators based on current CBA rules and regulations to ensure responsiveness to Customer needs.

2.11. RESERVATIONS

The implementation of the new TMS platform to manage The RIDE program has had significant impact on the reservation process. Trips are scheduled and optimized more dynamically, and the entire approach to managing the delivery of Trips is more automated than traditional paratransit operating systems. The new TMS platform gives passengers the opportunity to reserve Trips using a smartphone app, potentially reducing the number of personnel needed to answer reservation calls.

It is expected that Contractor will work closely with the MBTA to design all aspects of the operation that will be necessary for this successful transition and that the Contractor will make available technical and professional staff with the knowledge and experience necessary to support this transition and the continual improvement of the platform and RIDE operations.

Contractor shall receive Customer reservations in accordance with all policies and performance standards set forth in the scope of work and RID 2.25.1 The RIDE Guide.

Contractor shall accept reservations by phone and through online and/or app-based booking systems.

Contractor shall meet the following criteria for phone-based reservations:

- 1) Contractor shall maintain reasonable hold times, as defined in 2.24.3 Monthly Penalties.
- 2) Contractor shall provide courteous, friendly, and overall excellent-quality customer service.
- 3) Contractor shall ensure reservations staff are fully knowledgeable on RIDE service and policies in order to appropriately handle Customer questions and requests.
 - a. Contractor staff shall accurately answer non-reservations questions within TRAC's scope as needed during reservations phone calls.
 - b. Contractor staff shall transfer Customer to appropriate entity for questions outside of TRAC's scope (see 2.25.4 The RIDE Contractors and Teams).
- 4) Contractor shall establish a script, approved by the MBTA, for all anticipated scenarios during reservations calls.
 - a. Scripts may change and/or expand over time based on common Customer questions and scenarios. All revisions must be approved by the MBTA.
 - b. Contractor shall include specific instructions for day-of-service communications in the reservations script, reservations standard operating procedures, and in the dispatching standard operating procedures, as appropriate. The proper coding of no-shows shall be addressed in the dispatching standard operating procedures.
- 5) Contractor shall request destination and/or drop-off addresses from the Customer to complete reservation.
- 6) Contractor shall accommodate language needs of each Customer either through the employment of bilingual staff or the use of translation service, as detailed in Section 2.13 Customer Communication.
- 7) Contractor shall accommodate accessibility needs of each Customer, including but not limited to supporting teletypewriter (TTY) devices and relay service.
- 8) Contractor shall provide Customer messaging and education through phone system while Customer is on hold.

Contractor shall use the TMS platform to determine Trip-by-Trip eligibility based on any dynamic service constraints or customer eligibility type. In cases in which a Trip is ineligible for paratransit service, Contractor staff shall inform the Customer of the Trip's ineligibility along with the reason for it being ineligible and any other follow-up information as requested by the MBTA.

Contractor shall use the TMS platform and/or additional technologies to meet all reservations requirements of this scope of work. Contractor shall identify and contract with additional software and tools to supplement the TMS functionality as needed.

2.12. DISPATCHING

Contractor shall perform dispatch functions in accordance with all policies and performance standards set forth below, in RID 2.25.1 The RIDE Guide and in RID 2.25.5 No Show Late Cancel (NSLC) Policy. More generally, the Contractor shall apply a “management-by-exception” approach to dispatch functions, ensuring that the dispatch team is utilizing the TMS (and other tools, as necessary) to identify and quickly address exceptions to the normal pattern and practice of service delivery. This approach should ensure dispatch staff are focused on addressing the issues that directly impact performance and customer experience on the day of service and help ensure a more balanced workload across staff.

Contractor shall, in cooperation and conjunction with Service Provider window dispatchers:

- 1) Achieve maximum performance of the entire fleet operated by all Service Providers.
- 2) Monitor the pullout of runs in real-time and coordinate with Service Providers any significant late pullout performances.
- 3) Support Service Provider window dispatchers as needed to ensure the smooth pullout of runs and assist them in minimizing the adverse impact on system performance caused by unanticipated issues or actions.
- 4) Monitor excessive On-Board Travel Times in real time and handle them in accordance with related SOPs.
- 5) Review any Unmatched Trips and assign those Trips to the Service Provider best positioned to deliver the Trip while minimizing impacts to remaining rides.
- 6) In real time, monitor Service Provider performance and track and coordinate transfer Trips as needed to ensure that connections have been correctly scheduled and carried out by Service Providers.
- 7) Dispatch NDSP Trips in accordance with standard operating procedures.
- 8) Approve no-show requests from Vehicle Operators, using real-time location information to establish that the vehicle is at the correct location and building entrance and has waited there for five minutes, calling the Customer as needed, and recording this information in the MBTA’s TMS (see RID 2.25.5 No Show Late Cancel (NSLC) Policy).
- 9) Ensure all Integrated Trip Cancellations are communicated to any NDSPs, either via integration with TMS or some other communication channel.
- 10) Properly document denials, Missed Trips, No-Shows, and Late Cancellations (as defined in RIDs 2.25.1 The RIDE Guide, 2.25.5 No Show Late Cancel (NSLC) Policy, and 2.25.10 The RIDE Definitions).
- 11) Prioritize handling of excessively late Trips.
- 12) Monitor and direct Service Providers as needed to ensure responsiveness to Customer needs including:
 - a. Monitoring adherence to the scheduled pickup and drop-off sequence;
 - b. Moving Trips among the entire fleet, regardless of Service Provider, including NDSPs, to avoid On-Time Performance problems, maximize

Productivity, take advantage of available space created by No-Shows and Cancellations, and react effectively to vehicle incidents; and

- c. Extending Vehicle Operators based upon current CBA rules and regulations.
- 13) Develop, maintain, and update as needed dispatching standard operating procedures. Any revisions to the current standard operating procedures are subject to MBTA review and approval prior to implementation.
- 14) Communicate with Vehicle Operators and Service Provider staff (as needed) to submit complete and accurate safety and security incident reports for any service-impacting events.

2.13. CUSTOMER COMMUNICATION

2.13.1. General Requirements

Contractor is responsible for managing all communications in advance of the Trip to ensure Customers know when to expect a vehicle, can cancel a Trip, are able to resolve day-of issues, etc. The TRAC Contractor is responsible for ensuring Customers receive notifications as required under this section, including monitoring automated systems to ensure proper functioning and for initiating necessary business continuity actions or SOPs in the case of a partial or total failure of Customer notification systems. This section details the specific types of communications required of the Contractor between a Customer scheduling and taking a Trip.

Contractor will work with the MBTA, TMS platform, and other vendors and systems to deliver communications in a variety of ways that ensures accessibility to all Customers in terms of technology, language, and disability accommodations. Contractor may need to supplement with additional technology and software to achieve communications standards set in the contract. The methods of communication and standards for delivery may evolve over time as technology advances and policies change.

Contractor shall provide additional communication and support as needed by Customers and as described in 2.21.4 Customer Communications Systems.

2.13.2. Trip Notifications

Customers will receive up to four separate Trip notifications, depending on individual Customer preference, as tracked by the TMS. TRAC is responsible for updating Customer notification preferences over the phone, as requested. Customers may opt out of some or all Trip notifications. TRAC will review Customers who persistently no-show their Trips, and if they have opted out of notifications, reach out to the Customer to suggest they enable applicable notification types.

- 1) **Booking Confirmation:** Thirty minutes after each Trip is booked, the Customer will receive an automated Trip booking confirmation notification. If multiple Trips are booked during the same session, only one booking confirmation notice will be sent.
- 2) **Trip Reminder Notification:** 60 minutes before a vehicle's estimated time of arrival (ETA), an automated notification will be sent to Customers informing them that their vehicle is approximately 60 minutes away.
- 3) **Arrival Reminder Notification:** The Customer will be sent an automated notification when the assigned vehicle is 10 minutes away from the Customer's

requested pickup location, informing Customers that their vehicle will arrive shortly.

- 4) For all phone call notifications, the Contractor shall ensure a minimum of three attempts to reach Customers and track successful and unsuccessful attempts.
 - a. Contractor shall make sure that >98% of confirmation notifications placed to Customers are successfully completed.
 - b. Contractor shall make one additional attempt to reach Customers in cases of an error in the notification delivery.
 - c. Contractor shall identify and follow up with Customers to whom notifications are repeatedly unsuccessfully delivered to verify contact information and update records as needed.
- 5) Contractor shall ensure all Trip booking and night before reminder notifications are completed at a reasonable hour. The TRAC Contractor should take all efforts to ensure any non-urgent Customer communications are completed by 9:00 PM (excepting 60-minute Trip Reminder Notifications and 10-minute Arrival Reminder Notifications).

2.13.3. Day of Service Communication

Contractor shall provide day-of-service communications, including:

- 1) Responding to Customer requests for status updates on a Trip (i.e. “Where’s my RIDE?” calls): Contractor shall provide Customers with real-time status of vehicles as requested using the TMS and communicating with dispatchers as necessary to get this information.
- 2) Managing rescheduling calls: Contractor shall accommodate requests to reschedule to the extent that it fits within The RIDE’s policies, TRAC’s SOPs, and is operationally feasible.
- 3) Processing Cancellations: Contractor shall accept all Customer Trip Cancellations at any time and adjust schedules as appropriate. Contractor shall note the time of each cancellation and any reasons given by Customer in the TMS.
- 4) Processing No-Shows: Contractor shall respond to Vehicle Operator requests for a No-Show, contact Customers, and approve or deny the request in accordance with MBTA RIDE policies (see RID 2.25.5 No Show Late Cancel (NSLC) Policy).

Contractor may negotiate Trip times within limits established by MBTA and FTA (see RID 2.25.1 The RIDE Guide) in order to maximize Productivity and On-Time Performance.

Contractor shall have a process to prioritize receiving and handling service-related emergency calls and notifications if average speed of answer of main phone line is consistently above acceptable levels and/or at the MBTA’s discretion.

2.13.4. Communication Approach and Accessibility

- 1) Contractor shall contact Customers in alignment with their stated communication preferences. Emergency or time-sensitive situations may warrant a phone call in addition to or instead of Customer’s preferred method of communication.

- 2) Contractor shall adhere to MBTA's Language Access Plan (RID 2.25.7) and shall ensure that Customers receive all communications in their preferred language.
- 3) Contractor shall determine and maintain the appropriate number of bilingual staff to accommodate Spanish-speaking Customers at the same standards of Customer service, time to answer, and call duration as English-speaking Customers.
- 4) Contractor shall hire translation services to ensure all other Customers are able to call and access services in their selected language.
- 5) Contractor shall translate notifications and ensure Customers receive any emails, text messages, reminder calls, etc. in their selected language.

2.13.5. Additional Customer Communication Options

MBTA may choose to exercise additional options to enhance TRAC's call center by expanding its portfolio of services to include other calls related to The RIDE. If exercised, these may include either or both of the following:

- 1) RIDE Customer Feedback Calls: Receiving RIDE-related customer feedback calls including commendations, complaints, compliments, inquiries, or suggestions. The Contractor's staff would be responsible for receiving these calls and accurately recording all information pertaining to the feedback provided.
- 2) RIDE Customer Payment Calls: Receiving RIDE Customer calls to add funds via credit or debit card to their RIDE wallet balance.

Contractor shall, if either or both options are exercised, be responsible for executing these tasks with a well-trained staff providing thorough and courteous service to RIDE Customers, capturing all information accurately, and performing these tasks in a timely manner. For either option, Contractor is required to maintain supplemental call center availability open to receiving these calls 365 days a year, from 7:00 AM to 8:00 PM on weekdays and from 9:00 AM to 5:00 PM on weekends and holidays. Additionally, all tasks related to performing either option shall be performed in systems provided and maintained by the MBTA, with MBTA providing initial training to TRAC staff for use on these systems. Data pertaining historical data on customer feedback is found in 2.25.18 Complaint Volume Data for Past Year, while similar data on customer payment call is found in 2.25.19 Monthly Payment Call Volume Data for Past Year.

2.14. SAFETY

2.14.1. General Requirements

Contractor shall comply with the MBTA Drug and Alcohol Policy (RID 2.25.8) for all safety sensitive personnel. Contractor shall comply with all applicable health and safety laws and regulations.

MBTA reserves the right to conduct oversight of any part of Contractor's services to ensure full compliance with all regulatory requirements; MBTA's Transit Safety Plan (RID 2.25.9), and other system safety programs, plans, initiatives, rules, policies, and directives, as well as to ensure the safe performance of services.

Contractor shall provide continuous, unfettered access to MBTA property for MBTA officials, contractors, and designees, with or without a Contractor escort, for the purpose of audits,

inspections, investigations, tests, assessments, or other similar activity. In the event an escort is required, Contractor shall bear all costs.

2.14.2. Quarterly Safety Reports

- 1) Contract shall distribute the Quarterly Safety Report by email a week in advance of the Quarterly Safety Meeting, where the Contractor shall formally present the Report (Section 2.3.5).
- 2) Contractor shall, at minimum, report the following content as part of the Quarterly Safety Report in a format approved by the MBTA:
 - a. Trending, from the beginning of the contract onward for safety performance, all pending safety issues, as well as prior incidents and mitigation/resolution measures.
 - b. Safety and security reports, including aggregate monthly views of accident reports, incident reports, and emergency reports.
 - c. Quarterly Drug & Alcohol Testing summary

2.14.3. Contractor Safety Compliance Plan

Contractor shall establish a plan to ensure safety of Customers, employees, emergency responders, and the general public, the Contractor Safety Compliance Plan (CSCP), that delineates compliance with applicable provisions of RID 2.25.9 2024 Transit Safety Plan. The Contractor shall submit the CSCP to the MBTA Chief Safety Officer (CSO) within one hundred twenty (120) calendar days of the Effective Date of the contract. The MBTA CSO will review the plan and either approve the plan or, within thirty (30) calendar days, direct Contractor to revise the plan. Contractor shall revise the plan accordingly within thirty (30) calendar days of receipt of such revisions from the MBTA.

- 1) The Contractor shall implement a CSCP that, at a minimum, contains the following:
- 2) Purpose, Scope, Goals, and Objectives: A brief description of the CSCP in relation to MBTA's Transit Safety Plan, subject to the approval of the MBTA CSO.
- 3) Management Structure: A description of the management structure, roles, and responsibilities of all applicable departments, and management commitment to safety. Establish a point of contact, e.g. a Safety manager, or similar position, for direct communication, interface, and coordination with the MBTA CSO.
- 4) Accident/Incident Notification, Investigation, and Reporting: A joint safety incident notification, tracking, investigation, reporting, and review plan that meets or exceeds the requirements of the MBTA's Emergency Procedures SOP (see RID 2.25.6).
- 5) Safety Risk Management: A Safety Risk Management Process that will identify, track, assess, and resolve hazards to achieve the highest practical level of safety, in order to protect Customers, employees, operations, and property. Contractor shall immediately notify MBTA of unacceptable hazardous conditions or concerns and will include MBGTA Safety in the investigation, analysis, review, mitigation, prioritization, and resolution processes.

- 6) Drug and Alcohol Program: A mandated Drug and Alcohol Testing Program set forth in RID 2.25.8. Contractor shall verify compliance with the program by:
 - 7) Administering the policy, including revisions to the policy as required, policy communication to employees, and periodic review of all safety sensitive positions designated for testing.
 - 8) Ensuring that supervisors and managers, as well as employees, receive the required Drug and Alcohol Training, including establishing and maintaining a current database for monitoring these training requirements to ensure that new employees or employees that are promoted, even temporarily, receive the required training.
 - i Managing the specimen collection process and overseeing the contract for laboratory testing, including ensuring that the provider meets all requirements, certifications, and standards as established by the Federal Department of Health and Human Services for Drug and Alcohol Testing.
 - ii Providing test result data and medical history information to the Safety Department on a need-to-know basis as part of an official accident/incident investigation.
- 9) Emergency Management Planning and Coordination: Processes and procedures for responding to emergency medical conditions experienced by Customers or personnel, as well as plans for responding to other incidents that threaten the safety or security of Customers or personnel. Reporting protocols must coincide with MBTA incident notification procedures (RID 2.25.9 2024 Transit Safety Plan).
- 10) Internal Safety Review Process: Processes for internal safety reviews and procedures to incorporate quality assurance requirements set forth in Section 2.19.2 to ensure safety audits are comprehensive. Contractor shall submit audits to MBTA Safety and shall implement recommended corrective actions as directed by the MBTA. Corrective actions shall be audited for implementation by the MBTA. The audit scope shall include safety, security, emergency management, quality assurance and quality control, reliability and sustainability, inspections, assessments, and reviews.
- 11) Rules Compliance/Procedures Review: A Rules Compliance Program (progressive disciplinary action system) and procedures to ensure compliance with established rules. The purpose of the Rules Compliance Program is to:
 - i Reduce accidents caused by human error;
 - ii Improve and enhance the vigilance of employees to comply with established rules and procedures;
 - iii Determine the degree of compliance with established rules to improve compliance;
 - iv Focus attention on rules and areas where there is a need to improve employees' knowledge, training, and skill level;
 - v Incorporate lessons learned into existing training programs;

- vi Establish a baseline of documentation that tracks an individual employee's compliance with operating rules, absent of an accident investigation;
 - vii Allow management, training staff, and supervisory personnel to assess trends and incorporate this information into established training programs; and
 - viii Allow an individual employee the opportunity for additional training/instruction if an issue with compliance is identified before an accident/incident occurs.
- 12) The Contractor shall update, modify, implement, and execute the CSCP as follows:
- a. Plan Review and Modifications: Contractor shall update the CSCP to ensure compliance with MBTA's annual revision within thirty (30) calendar days of receiving MBTA's Transit Safety Plan; other system safety programs, plans, initiatives, rules, policies, and directives; and with all other regulatory requirements and deliver it to the MBTA CSO for approval by October 1 of each Contract Year. Contractor shall also identify changes that require modification of the CSCP on an ongoing basis, incorporate them in the CSCP, and submit these changes to the MBTA CSO for approval within forty-five (45) calendar days of the date of the change. The MBTA may request modifications to the Contractor Safety Compliance Plan due to internal audit report results, on-site reviews and investigations, changing trends in accident/incident or security data, external audits, tests, reviews, or other reasons that may come to the attention of the MBTA. Upon receipt of a written request for Contractor Safety Compliance Plan modifications from the MBTA, Contractor shall submit a revised Contractor Safety Compliance Plan within forty-five (45) calendar days to the MBTA for approval.
 - b. CSCP Implementation: Contractor shall establish appropriate policies and procedures, lines of authority, levels of responsibility and accountability, and methods of documentation. This documentation is subject to review and approval by the MBTA CSO.
 - c. Safety Data Acquisition: Contractor shall carry out and track regular internal audits, assessments, inspections, tests, and reviews to ensure compliance with all aspects of MBTA's Transit Safety Plan; MBTA Safety Policies, plans, initiatives, rules, and directives; and with all applicable regulatory requirements. The results of these audits, inspections, tests, and reviews will also be used as input for the annual revision of the CSCP. Audit results shall be made available to MBTA Safety on demand.
 - d. Reporting: Contractor shall report near misses, close calls, incidents, and accidents. Required details shall include addressing reporting to the MBTA CSO as well as agencies or authorities in accordance with State and Federal regulations. Notifications shall be in accordance with MBTA Threshold Reporting (included in the Transit Safety Plan) requirements. Contractor shall work in conjunction with the MBTA to ensure the safety of The RIDE

Customers and the proper response to each incident/accident. Contractor shall inform the MBTA, by telephone or any other immediate means of communication, of any and all incidents and/or accidents as they occur. Contractor shall submit a preliminary report (including a completed registry of motor vehicles report) within 24 hours of the occurrence of any incident and/or accident and a final report within thirty (30) business days. Contractor shall answer all requests from the MBTA for additional information within five (5) business days.

2.15. EMERGENCY RESPONSE AND RECOVERY PLAN

2.15.1. General Requirements

- 1) Contractor shall establish, maintain, and implement a plan aimed at minimizing the impact of an emergency that renders TRAC inoperable on service, Customers, employees, and equipment needed for service (Emergency Response and Recovery Plan or ERRP).
- 2) The ERRP shall examine, but is not limited to, the following objectives:
- 3) To minimize interruptions to the normal operations;
- 4) To limit the extent of disruption and damage;
- 5) To minimize the economic and traveler impact of the interruption;
- 6) To establish alternative means of operation in advance;
- 7) To train personnel with emergency procedures;
- 8) To provide for smooth and rapid restoration of service; and
- 9) To ensure a seamless recovery from any failure of Vehicle Operator / dispatch communication system, the telecommunications systems, the TMS, or other systems.
- 10) The ERRP shall include, but not be limited to, the following situations and events:
 - a. Business continuity;
 - b. Disaster recovery;
 - c. Emergency response
 - d. Loss of critical personnel;
 - e. System failures;
 - f. Declared emergencies; and
 - g. Other situations that may impact service and operations.
- 11) Contractor shall provide necessary resources to develop, implement, and maintain an ERRP in the form of remote employees or an alternative solution proposed by Contractor and approved by MBTA.
- 12) As needed, the plan will include resources from Contractor Operations and IT Departments, MBTA Operations and IT Departments, TMS vendor, Interactive Voice Response (IVR) vendor, and Contractor telecom supplier.

- 13) Contractor shall include the following in the ERRP:
 - a. Contractor shall create documented recovery plans covering all areas of operations necessary to delivering MBTA services pursuant to this Contract, records protection, and testing plans. The ERRP must be made specific to the local operations of this Contract.
 - b. The ERRP shall include methods and procedures for communicating with other RIDE Contractors, and if necessary, Customers, in the event of any emergency so as to ensure seamless continuity of operations for Customers.
 - c. Contractor shall set forth procedures providing, without limitation, for daily off-site backup of critical data files, confidential information, software, documentation, forms, and supplies as well as alternative means of transmitting and processing Confidential Information.
 - d. Contractor shall address Customer and employee safety, protect equipment, and provide assistance to other entities in the event of a declared emergency, including assistance in an evacuation.
- 14) At a minimum, Contractor shall submit the ERRP to the MBTA for final approval prior to implementation within ninety (90) calendar days of the Contract Effective Date. The MBTA reserves the right to audit and review the ERRP periodically.

2.16. STANDARD OPERATING PROCEDURES (SOPS)

Contractor shall develop, maintain, and enhance all standard operating procedures (SOPs) as written, formalized documents. Contractor shall ensure SOPs are accessible to all Contractor employees and the MBTA at all times.

Contractor shall manage SOPs through a knowledge management application with assigned roles and responsibilities for maintaining content and improving content quality and consistency. The MBTA reserves the right to house all SOPs in an MBTA-owned application of its own choosing.

Contractor shall assume responsibility for all SOPs currently in place set forth in RID 2.25.6. Contractor shall submit for MBTA review and approval any revisions prior to implementation of any new SOPs.

All operational SOPs are property of the MBTA.

All SOPs must be backed up and have offline availability that complies with the ERRP guidelines and requirements.

2.17. DATA COLLECTION, RECONCILIATION, AND MANAGEMENT

All data used in the TMS; The RIDE Customer files; eligibility process; and to book, schedule, dispatch, monitor, and report on The RIDE services provided are the property of the MBTA. At the conclusion of the contractual relationship between Contractor and MBTA, all data shall be transferred to the MBTA for reassignment as directed. Contractor shall abide by the data retention policy set forth in the Terms and Conditions (Section **Error! Reference source not found.**).

Contractor shall collect, maintain, and reconcile all data needed to monitor and evaluate all aspects of system performance, the performance of individual Contractor staff, the performance of Service Providers and Service Provider staff, accurate National Transit Database (NTD) and KPI reporting (see RIDs 2.25.10

The RIDE Definitions and 2.25.11 Key Performance Indicators (KPIs)), and ADA compliance. In the case of Trip data, this requirement applies to all requested Trips without regard to whether the Trip was scheduled, which Service Provider carried the Trip, and whether the Service Provider was a DSP or an NDSP.

Contractor shall reconcile Trip data daily and shall verify the final status of each Trip, including On-Time Performance status for provided Trips. In the case of Trips recorded as No-Shows, Cancellations, or Late Cancellations, Contractor shall verify that Vehicle Operators and dispatchers correctly performed all required procedures and that the vehicle was at the correct location. Contractor shall accurately document No-Shows, Missed Trips, and reasons for Missed Trips. Contractor shall reconcile all data for the previous day within two (2) business days.

Contractor shall identify any anomalies or discrepancies in reported data and take steps to resolve them, including performing root cause analyses and modifying Customer profiles and Recurring Trip records to prevent repeated occurrence.

Contractor shall employ reports provided by the MBTA, supplemented by any other reports deemed necessary by the MBTA or Contractor, to identify data discrepancies or suspicious patterns which must be resolved.

Contractor shall perform a reconciliation process that includes review of key service data and resolution of any discrepancies for Trips that experience a failure of In-Vehicle Technology within the duration of a Customer Trip. Contractor shall reconstruct gaps in data using automatic vehicle location (AVL) data or Trip notes.

Contractor shall ensure the confidentiality of all Customer information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 201 CMR 17 Standards for the Protection of Personal Information of Residents of the Commonwealth; and 801 CMR 3 Privacy and Confidentiality. Contractor shall ensure that no person shall be allowed to receive or access Customer information without the documented consent of the Customer and except as necessary to provide The RIDE service.

Contractor shall not release data to Contractor personnel for any purpose without prior authorization by the MBTA, following suitable steps to prevent the recipient from determining the individual identity of any Customer or member of the public and to prevent compromising the security and safety of Customers, the public, or any individual associated with providing The RIDE or with the MBTA.

Contractor shall ensure that no personal Customer information or any MBTA information is removed from the TRAC facility physically or electronically without prior permission from the MBTA.

Contractor shall assemble, collect, maintain, reconcile, and protect data including, but not limited to, the following:

- 1) Trip Data
 - a. Service Provider, vehicle number, and Vehicle Operator ID
 - b. Actual arrival and departure time and GPS location at each pickup and drop-off location, including preferred entrance/exit, location information if available, attempted pickup locations for no-shows, cancellations at the door, and Missed Trips
 - c. Fares assessed and paid or deducted from personal accounts

- d. The TMS's time-stamped tracking of dispatcher actions and any issues or information provided by the Service Provider or Customer regarding the pickup or drop-off
 - e. Final Trip status/disposition (e.g. No-Shows, Late Cancellations, and Missed Trips)
 - f. Other information as required by the MBTA
- 2) Vehicle Operations Data
- a. All times that each vehicle enters or leaves service, including Pull-Out, Pull-In, lunch/break times, and any other out-of-service times
 - b. Accidents and incidents
 - c. Vehicle mileage (odometer readings)
- 3) Telecommunications Data (all data summarized for each call group, which shall include, at a minimum, reservations agents and dispatchers, in hourly time increments):
- a. Calls answered
 - b. Calls abandoned
 - c. Time to answer (wait time)
 - d. Time until abandoned
 - e. Talk time
 - f. Agent productivity

2.18. COMPLAINT INVESTIGATION AND RESPONSE

Contractor shall respond to the MBTA on all Complaints received concerning the service provided. Contractor shall treat all Customer concerns related to Contractor performance as Complaints. A summary of the current procedure for handling Complaints is as follows, but is subject to change with advance notification from the MBTA:

2.18.1. Complaint Calls

Contractor shall instruct Customers who call TRAC to file a Complaint that the Contractor is not authorized to document a Complaint and that Customer should either call MBTA Customer Support or submit a Complaint via the MBTA website. Contractor shall not respond directly to Customers about service Complaints. Contractor shall offer to directly transfer Customers to the phone option if selected.

2.18.2. Complaint Entry

The MBTA will enter all received Complaints into its Customer service tracking software (HEAT or other system) and assign each Complaint to Contractor and/or a Service Provider for investigation and resolution.

2.18.3. Contractor Investigation

After receiving the Complaint in the customer service tracking software, the Contractor shall undertake a thorough investigation and document its findings as well as any resolution steps taken.

2.18.4. Draft Response

Contractor shall research, investigate, write, and submit a draft written response with signed approval from the Contractor General Manager to the MBTA for approval.

2.18.5. Review of Written Response

After receiving a draft written response, the MBTA will review the contents and structure within three (3) calendar days of receipt and will either accept the response or return it to the Contractor for additional edits and/or investigation as warranted. The Contractor shall make these modifications as requested and provide a final draft for MBTA approval. If provided by the MBTA, the Contractor shall use standardized issue response formats.

2.18.6. Sending Responses

After MBTA approval is granted, Contractor shall send the completed issue response to the Customer by mail, email, or alternate accessible communication channel, based on the Customer's communication preferences and information listed in the Complaint. The response shall be sent by close of business within ten (10) calendar days of the Complaint being assigned to the Contractor, and the Contractor shall notify the MBTA of the sent response date. No responses shall be sent without approval from the MBTA.

2.19. QUALITY ASSURANCE

2.19.1. General Requirements

Contractor shall use the recording and monitoring features of the telephony and mobile communications systems to conduct daily observations of communications with Customers and Customer communications with Vehicle Operators. To the extent that Customer and Vehicle Operator communication also occurs by text message or other written means, these real-time textual communications shall also be reviewed and monitored for quality and sufficiency.

Contractor shall conduct reviews of record keeping and written work products, including notes in the MBTA's TMS. Contractor shall focus on use of best practices in customer service and adherence to MBTA policies and procedures by Contractor employees. This equality assurance review shall include, but is not limited to monitoring the following areas:

- 1) Reservations: Contractor shall conduct monitoring to ensure, among other things, that Contractor employees are following the established script and standard operating procedures, offering appropriate Trip options, treating callers in a respectful way, avoiding excessive secondary holds, booking accuracy, and informational accuracy.
- 2) Dispatchers: Contractor shall conduct monitoring to ensure, among other things, that Contractor employees are providing timely and accurate information on the status of Trips, coding Trips correctly, following No-Show procedures, moving late Trips in a timely way, avoiding excessive wait times for call transfers between TRAC staff for same-day issues, and treating callers in a respectful manner. Contractor shall monitor Dispatch compliance with The RIDE Safety Requirements (Section 2.14), including report accuracy and timeliness.
- 3) TRAC-Vehicle Operator Communications: Contractor shall conduct monitoring to ensure, among other things, that Contractor and DSP employees are

communicating appropriately; handling dispatch situations in a rapid, correct, and thorough manner; and supporting the provision of service by Service Provider Vehicle Operators. Contractor shall document issues with Service Provider Vehicle Operators and shall transmit the documentation to Service Provider managers for appropriate action. Contractor shall inform the MBTA of all communications with Service Providers about Vehicle Operator issues.

- 4) Same-Day Trip Shifting: Contractor shall conduct monitoring to ensure, among other things, the correct SOP and script adherence are implemented by all agents involved in the process.

The MBTA may modify and adjust requirements of Quality Assurance as needed.

2.19.2. Quality Assurance Plan

Contractor shall develop and maintain a Quality Assurance Plan within ninety (90) calendar days of the Contract Effective Date for approval by MBTA. The purpose of this plan is to define how the Contractor will monitor, audit, and analyze how the aforementioned requirements are being met to create a continuous feedback loop to support improved functionalities and service quality.

Contractor's Quality Assurance Plan shall be consistent with MBTA and ADA performance goals, standards, and requirements and will include, at a minimum:

- 1) Reservationist booking accuracy, informational accuracy, adherence to script, and customer service.
- 2) Scheduling and service Productivity and accuracy.
- 3) No-Show accuracy, Safety & Security report accuracy, handling of late and excessively late Trips, "Where's my RIDE?" inquiry accuracy, SOP adherence, Vehicle Operator communications (timely and cordial communication), and appropriate route handling. All excessively late Trips must be audited.
- 4) Complaint handling:
 - a. Use the Complaints tracking system (HEAT or otherwise) to analyze Complaint trends; and
 - b. If a Valid Complaint is tied to a specific agent, agent must be coached and Complaint entered as part of the agent's audit record.
- 5) Implementation plan including key dates, timing, staff structure and responsibilities, and launching approach.
- 6) Performance standards for each job type.
- 7) Performance assessments by functional area and by job type, including how often performance assessments should be conducted for each area and sampling procedures for assessing individual performance by job type; these tools shall include:
 - a. Audit form with performance criteria and scoring methodology clearly defined;
 - b. New hire ramp-up goals and quality assurance performance expectations; and

- c. Clear and detailed performance communication / feedback process based on performance assessments to include training and other actions to avoid recurrences.
- 8) Implementation of a post-call survey that assesses an agent's performance, focusing on respectful demeanor, helpfulness, and accuracy. Results are to be used as part of individual agent coaching.
- 9) Real-time auditing and coaching for reservations agents and dispatchers.
- 10) Volume of calls audited must be at a minimum 1% of the previous month's call volume.
- 11) Records and reports of audits must be kept and accessible to the MBTA. Individual employee names may be kept confidential.

2.19.3. Monthly Quality Assurance Reports

Contractor shall provide MBTA with a monthly Quality Assurance Report that provides a summary of everything above, a meaningful analysis, and actions to improve in the next month.

Reports shall provide confirmation that quality assurance feedback is consistently being provided to staff members.

Reports shall provide an issue trending report to identify key areas for improvement.

2.20. TRAC FACILITY AND FURNISHINGS

2.20.1. General Requirements

At the start of the Contract, the Contractor shall take over the MBTA-owned TRAC facility and all existing furnishings and equipment detailed in RIDs 2.25.12 List of TRAC Assets and 2.25.15 TRAC Facility and Floorplan, including assuming any existing leases or property agreements at 200 Newport Ave, Quincy, MA.

During the life of this Contract, the Contractor shall be responsible for implementing any upgrades, modifications, or new installations to existing equipment detailed in RID 2.25.12 as well as any additions or installations provided by the Contractor.

The MBTA reserves the right, at any point during the Contract, to:

- 1) Buy out all Contractor-owned computer hardware and software, office equipment and furniture, telecommunications equipment, and mobile communications equipment that still has an unreimbursed value; or
- 2) Take ownership of any hardware, software, and other equipment that has been fully invoiced and reimbursed.

At the end of the Contract (or at Contract termination), Contractor shall make available to the MBTA all Contractor-owned software and hardware, furnishings, and equipment (including technology, telecommunications, and mobile communications equipment) without additional cost to the MBTA.

Contractor shall support all ongoing and future IT Initiatives with Contractor's onsite and corporate IT resources.

Contractor shall provide the MBTA with remote access for all Contractor-provided software and systems (e.g. security, Five9 phone system, etc.).

In order to ensure continuity of services, all service contracts, software licenses, equipment, etc. must be transferrable to the MBTA or successor TRAC Contractor(s).

2.20.2. Facility Requirements

Should the MBTA and Contractor mutually agree that new, or modifications to, existing space, equipment, or infrastructure are required, the MBTA and Contractor will negotiate and agree, in advance, with respect to a budget for anticipated costs. The minimum requirements for a new/modified facility will be determined jointly by the Contractor and the MBTA. Contractor shall competitively source any purchases or services and receive and review, at a minimum, two bids from qualified vendors.

2.21. TECHNOLOGY, INFRASTRUCTURE, AND EQUIPMENT

2.21.1. General Requirements

Contractor shall take over the current TRAC assets, including:

- 1) Assuming all existing equipment detailed in RID 2.25.92.25.12 from the previous TRAC Contractor;
- 2) Implementing any upgrades, modifications, or new installations to existing equipment/platforms/infrastructure detailed in RID 2.25.12; and
- 3) Assuming all software and/or service licenses.

2.21.2. Computer Services, Local Area Networks, and Communication Links

Contractor shall assume all existing servers, Local Area Network, and patch cabling (cabling from switch to patch panel and/or from network device to the data jack) detailed in RID 2.25.12 from the previous TRAC Contractor and shall maintain all current and projected recurring yearly support contracts with technology vendors for all TRAC technology.

The MBTA will be responsible for any in-wall and floor-to-floor wiring, including electrical and data cabling.

Contractor shall provide, configure, deploy, and maintain endpoints (e.g. workstations, laptops, PCs, and mobile devices), display monitors, printers, peripherals, network infrastructure (e.g. LAN, WAN, remote access), wireless systems, security, hardware, software, systems, and copiers. This includes providing sufficient resources for growth and end-of-life technology replacements and upgrades.

Security responsibilities include, but are not limited to, the implementation and management of endpoint protection, antivirus/end-point detection response (EDR), managed detection response (MDR), firewall and network security appliances, multi-factor authentication (MFA), patch management, secure configuration of devices, data encryption (at rest and in transit), user access controls, monitoring for threats or vulnerabilities, and adherence to applicable cybersecurity best practices and compliance requirements.

Contractor shall maintain entire network infrastructure (physical and virtual), including but not limited to Core and Edge switches, wireless network, firewalls, routers, VPN tunnels, and dedicated point-to-point circuits (e.g. SIP).

Contractor shall ensure that all servers, local area network (internet connectivity within TRAC), along with hardware and cabling necessary for TRAC operations and required by all software and hardware in place meets the following requirements:

- 1) General: Must ensure 99.99% up-time functionality of all systems
- 2) Redundancy and Availability:
 - a. As TRAC is a single point of failure, all critical systems must be redundant, highly available, and replicated to a disaster recovery (DR) site.
 - b. Uninterruptable Power Sources (UPS) shall be installed to power the server room and key operational areas to buffer the time for the generator to become active. All secondary workstations must have standalone desktop UPSs. Each UPS must be able to power the equipment room for up to two (2) hours if necessary to refuel or repair the generator.
 - c. Images and backups are required on a daily basis. IT security and resiliency best practices shall be followed for maintaining backups, with a preference for on-site backup solutions.
- 3) Internet:
 - a. Contractor will utilize MBTA-provided internet service and will be responsible for coordinating with MBTA Information Technology Department (ITD) to manage the internet service.
- 4) Storage Systems:
 - a. Contractor shall use cloud-based storage that meets the requirements throughout this agreement.
- 5) Firewalls:
 - a. Contractor shall provide and maintain redundant firewalls configured in high availability (HA) mode. Firewalls must be connected to redundant Layer 3 switches operating in stack mode. All firewall solutions must support and be configured for failover between multiple ISPs (e.g. using SD-WAN or equivalent technology) to ensure continuous internet connectivity in the event of carrier failure.
 - b. Contractor shall maintain logically and physically separate redundant firewalls for:
 - i Server network infrastructure, including all back-end systems, storage, and internal devices; and
 - ii Endpoint network, including workstations, mobile devices, and remote offices (e.g. TRAC office or equivalent remote location).
 - c. Firewall configurations must include, but are not limited to:
 - i Intrusion detection/prevention (IDS/IPS);
 - ii Application layer filtering;
 - iii Logging and alerting of anomalous traffic;

- iv VPN capabilities for remote access; and
 - v Segmentation of network traffic between critical systems and user endpoints.
- d. Contractor is responsible for ongoing firewall rule management, firmware updates, vulnerability patching, and regular configuration reviews to align with security best practices.
- 6) Switches and Network:
- a. Network topology must follow industry-standard designs, preferably hub-and-spoke or full-mesh, to ensure performance, scalability, and ease of fault isolation.
 - b. The network must utilize enterprise-grade, name-brand Layer 3 switches (with a preference for Cisco switches), configured in full stack mode. At least two Layer 3 switches of the same brand and model must be configured in a stack to ensure high availability. The stack must be scalable, either by supporting additional switches or by providing adequate port capacity for future growth.
 - c. Redundancy must be implemented across all physical connections between network devices. This includes redundant Ethernet, fiber, or equivalent connections between all interconnected core and edge hardware to prevent single points of failure.
 - d. Edge switches are to be used solely for connecting end-user endpoint devices (e.g. desktop workstations, printers, and other peripherals). All network infrastructure, servers, and storage devices must connect directly to the core switch stack with fully redundant paths. The Contractor must implement network segmentation following industry best practices to logically separate and secure different network zones (e.g. endpoint, servicer, and management VLANs).
 - e. Each edge switch must have at least two bonded 2.5 Gbps links (for a combined minimum of 5 Gbps, with 10 Gbps preferred) using Link Aggregation Control Protocol (LACP) or equivalent. These uplinks must terminate on two separate switches within the core stack, ensuring maximum path redundancy and availability.

2.21.3. Hardware and Software

Contractor is expected to assume the assets and IT environment (detailed in RID 2.25.12) from the previous vendor and will be responsible for maintaining hardware, software, and infrastructure; upgrading assets and infrastructure as necessary; and making proposals to the MBTA for future changes or upgrades that will increase efficiencies, reliability, and/or improve Customer experience.

Contractor shall provide an annual asset inventory to the MBTA, an assessment of said inventory, and an annual Technology Plan (hardware/software/infrastructure) for the upcoming fiscal year.

The MBTA will provide Contractor with access to the MBTA's TMS. The Contractor shall use this system to support its contractual responsibilities. MBTA currently owns the following contracts: TMS, Asana (not to be confused with the current vendor's own version of Asana), and the cellular

carrier for the tablets. Contractor shall provide all hardware, software, and technology services necessary to support RIDE operations, including but not limited to:

- 1) General office productivity software;
- 2) Paratransit run-cutting / service mix optimization software to support ongoing analysis of the run structure and service mix;
- 3) Reporting software to provide contractually required reports;
- 4) Tracking and systems monitoring software;
- 5) Contact Center as-a-Service / Unified Communications as-a-Service (CCaaS/UCaaS) communications solution;
- 6) Security software and hardware, including security appliances and firewalls;
- 7) Automation software;
- 8) User tools software;
- 9) Server software and hardware, including host hardware for virtual platform, SAN, and storage hardware;
- 10) Desktop PCs;
- 11) Database and storage software;
- 12) Backup software;
- 13) Remote access software;
- 14) Vehicle-dispatch communication system (currently, Orion push-to-talk);
- 15) Vehicle backup communication devices (currently, Sonim mobile devices) and cellular service provider plans;
- 16) Mobile device management (MDM) software for managing vehicle tablets;
- 17) Recording software and audio hardware; and
- 18) Other hardware, including network switches and routers.

Contractor shall provide (as a pass-through cost) endpoints (e.g. workstations, laptops, PCs, mobile devices), display monitors, printers, peripherals, network (e.g. LAN, WAN, remote), wireless, security, software, and copiers necessary based on forecasted demand.

Contractor shall operate and maintain a reliable, efficient Internet-enabled email system that performs without delay. Email system shall be cloud-based; 99.99% availability of the email service is required. Daily backup of mailboxes and mailbox stores/database is required with the ability to granularly restore mail daily up to two (2) weeks and restore weekly up to three (3) weeks and monthly for twelve (12) months. Emails shall be archived and available for eDiscovery for the duration of the contract plus seven (7) years.

2.21.4. Customer Communications Systems

Contractor shall maintain the current communications systems detailed in RID 2.25.12.

Contractor shall upgrade, enhance, and maintain primary communications systems with redundancy and business continuity architecture along with a preparedness plan.

Contractor shall ensure all Contractor-provided communications systems are maintained by a qualified communications company approved by the MBTA, including providing vendor support from the manufacturer, as well as expertise from a third-party partner-vendor agreement for all upgrades and ongoing support. Contractor will consider these active support agreements as ongoing support costs for this critical component to the technology infrastructure.

Contractor shall provide adequate IT staffing levels to ensure supplemental communications support assistance to third-party vendor and manufacturer support agreements.

Communications solution must consist of a core Unified Communications (UC) solution (including PBX) and a Contact Center (CC) solution, which is fully redundant. UC and CC should be a fully integrated, seamless solution that also supports business continuity measures.

Communications solution must support multiple languages, either directly through UC/CC solution or via translation services (see RID 2.25.7).

UC/CC connectivity must include redundant carriers and redundant connection architecture with dedicated SIP connection and internet-based (or similar) secondary connection. UC/CC solution should be capable of handling at least 300 concurrent calls, including those in the queues and related Customer handling systems.

UC/CC vendor should provide training for agent, supervisor, and maintenance support.

Contractor shall employ a system with best-in-class Interactive Voice Response (IVR), combined with another vendor solution for advanced inbound IVR automated Customer inquiry system (e.g. ETA, Trip cancellation, Trip list, account balance information) and automated outbound Customer calls (e.g. night before Trip reminders and day-of Trip arrival notifications), or equivalent single solution. Any combined systems should provide an integrated solution.

- 1) Other requirements include:
 - a. Digital recording of all media (voice, chat, and other messaging), including storage of all electronic messaging and audio files with the ability to efficiently search for specific agent-Customer interactions.
 - b. Voice Mail for selected users with conversation capabilities to common file formats.
 - c. Handsets and headsets with appropriate capabilities for supervisors, agents, and other major staff categories that allow noise-free, reliable, clear communication with Customers.
 - d. 24/7 technical support based on criticality, governed by contractual SLAs.
 - e. Automatic Number Identification (ANI) to identify the caller to expedite the reservation process, requiring an integration with the TMS.
 - f. Arrival Notification Call System that is capable of at least 8,000 calls per day and 150 concurrent calls. Must also provide for scalable growth in the future.
 - g. Automatic Customer Notification System (Trip reminders, floodgate notices, and arrival notifications) capable of delivering at least 3,100 calls, texts, and emails every 60 minutes. This system must also provide for scalable growth in the future.

- h. Interactive Voice Response (IVR) technology that supports Customer self-serve (incoming) calls and is capable of accessing the TMS to both read Customer records and modify Customer records (create/delete/modify Trips and check balances as well as real-time “Where’s my RIDE?” status).
 - i. The main communications system (technology backbone) should be capable of supporting at minimum 15,000 calls per day for all calls combined (including automated and manual incoming Customer calls and employee outgoing calls). This system must also provide for scalable growth in the future.
 - j. IVR vendor should provide training for agent, supervisor, and maintenance support.
 - k. Real-time monitoring including supervisor listening capability and fluid development of wall/dashboard information for monitoring agents and reservations for each service.
 - l. Technologies for communicating with hearing and vision impaired Customers that may interact with Web access.
 - m. All necessary hardware, wiring, networking, and carrier service.
 - n. Provide floodgate messaging capabilities to distribute ad hoc messages to Customers, operators, and staff via both telephony and text messaging.
 - o. Capable of Customer lookups in TMS database to retrieve relevant Customer information.
- 2) Contractor shall configure the communications system in a manner that provides maximal efficiency of operations including:
- a. Function-based and skills-based routing of calls, utilizing a cross-trained workforce. System shall support automating common functions (e.g. automated attendant, queues, and overflow) to route and respond to Customer calls.
 - b. Capability for seamless coordination across multiple locations, including other call centers and multiple Service Providers, as well as the ability to redirect calls to other lines in an emergency.
 - c. Use of internal and external communication technologies to supplement or replace voice communication to optimize call center staff levels.
 - d. Use of remote agents for functions that do not require a physical presence in the call center.
 - e. Provide redundant routes for SIP Service, such as both dedicated and VPN (Open Path) SIP routes. The system must support current Session Border Control (SBC) architecture (or equivalent). Additional redundancy may be provided through other technology.

2.21.5. In-Vehicle Technology

Contractor shall maintain the current Push-To-Talk (PTT) mobile communications system detailed in RID 2.25.13 In-Vehicle Technology.

Contractor shall provide a mobile audio communications system that has all-call capability, along with targeted communication for groups and individual vehicles, that links with all in-vehicle equipment provided by the Service Providers. The system shall have a minimum of 95% coverage of the entire service area 95% of the time. The mobile audio communications system should support Mobile Data Management (MDM) to monitor, manage, and update all vehicle devices.

Contractor shall provide and/or maintain a redundant substitute for the primary mobile audio communications system. Note: there is currently one Sonim XP3 device in every revenue vehicle, and all Sonim devices are owned by the current TRAC Contractor.

2.21.6. Annual IT Performance Evaluation

Contractor shall present a review of Technology use over the past fiscal year. This portion of the evaluation shall include:

- 1) A description of each system, role, or function within the IT environment, including intersystem dependencies and integration flows;
- 2) Summary of architecture and hardware/software inventory for key technologies, including remaining useful life;
- 3) IT Budget Compliance: Highlight deviations from budget along with driving factors;
- 4) Security (SOC): A summary of security tools and strategies used to protect the TRAC environment, including approval from MBTA IT; and
- 5) Support Performance: A list of “major incidents,” along with root causes and remediation efforts.
- 6) Contractor shall present a plan for the upcoming fiscal year, including a plan for IT Initiatives, schedules, budget, strategy, etc. At minimum, this portion of the plan shall include each of the requirements in the evaluation above, as well as:
 - a. Prospective vendor selection criteria;
 - b. Process used to evaluate and select new hardware/software/consulting vendors;
 - c. Recommendations regarding changes to Customer-facing technology; and
 - d. Recommendations on other new technology products/services.

2.22. REPORTS AND DELIVERABLES

2.22.1. General Requirements

Contractor shall be responsible for providing any and all data pertaining to the work described in this Contract as requested by the MBTA. Contractor shall develop reports, accessible by the MBTA, for the required data summarized below and as set forth in RIDs 2.25.11 Key Performance Indicators (KPIs) and 2.25.14 Additional Metrics.

Contractor shall use the computer hardware and software provided by the MBTA, combined with the Contractor-provided software and tools to maintain a record-keeping and reporting system to generate accurate reports required by the MBTA.

Contractor shall maintain any additional records which the Contractor requires and are not available through the MBTA’s TMS and any other MBTA-provided computer systems.

Contractor shall collaborate and coordinate as needed with MBTA staff in the development of required reports.

The MBTA reserves the right to revise, reorganize, remove, or change the required reports and format thereof.

Contractor shall use and update the comprehensive list of all metrics, definitions, calculation methodology, and other key information as set forth in RIDs 2.25.11 and 2.25.14.

In the event the MBTA is unable to retrieve data or metrics from the existing system in the event of a disruption, Contractor shall assist in retrieving the requested data by the requested time frame.

TABLE 2.22 – DELIVERABLES

| DELIVERABLE | CADENCE | REFERENCE |
|--|--|--|
| Daily | | |
| Call volume, Service Level percentage, and Average Speed of Answer (ASA) | Close of Business | 2.22.2 Daily Call Center Performance |
| Weekly | | |
| Customer Notification Report | Any day of the week | 2.22.3 Weekly Customer Notification Report Customer Communication |
| Weekly Callout and Staffing Report | Monday of the following week | 2.22.4 Weekly Callout and Staffing Report |
| Monthly | | |
| Monthly Contractor Employee Matrix | By 1 st week of the following month | 2.22.5 Monthly Contractor Employee Matrix |
| Monthly Capacity Constraint Report | By 2 nd week of the following month | 2.22.6 Monthly Capacity Constraint Report |
| Monthly Quality Assurance Reports | By 3 rd week of the following month | 2.19.3 Monthly Quality Assurance Reports |
| Monthly On-Board Travel Time Reports | By 4 th week of the following month | 2.22.7 Monthly On-Board Travel Time Report |

TABLE 2.22 – DELIVERABLES

| DELIVERABLE | CADENCE | REFERENCE |
|---|--|--|
| Quarterly | | |
| Quarterly Equal Employment Opportunity (EEO) and Affirmative Action Reports | By 4 th week of the following quarter | 2.22.8 EEO and Affirmative Action Reports |
| Quarterly Business Reviews | By 4 th week of the following quarter | 2.3.6 Quarterly Business Reviews (QBR) |
| Quarterly Safety Reports | By 4 th week of the following quarter (at least 1 week prior to Quarterly Safety Meeting) | 2.14.2 Quarterly Safety Reports |
| Quarterly Performance Reports | By 4 th week of the following quarter | 2.3.7 Quarterly Performance Review |
| Annual | | |
| Annual Asset Inventory | Update on an ongoing basis, but full inventory list as requested or at minimum annually | 2.20 TRAC Facility and Furnishings; 2.21 Technology, Infrastructure, and Equipment |
| Annual Review and Plan | By the middle of every Q4 (May) | 2.22.9 Annual Business Reviews and Plans; 2.21.6 Annual IT Performance Evaluation |
| Annual EEO and Affirmative Action Plan | Within 120 days of Contract Effective Date; 4 th week of following fiscal year (July) | 2.22.8 EEO and Affirmative Action Reports |
| Ad-hoc Reports | | |
| Underperformance Reports | Within 2 weeks of underperformance or request date, or as otherwise specified by the MBTA | 2.22.10 Underperformance Reports |
| Plans | | |
| Code of Conduct | Within 90 days of Contract Effective Date | 2.6.7 Code of Conduct |

TABLE 2.22 – DELIVERABLES

| DELIVERABLE | CADENCE | REFERENCE |
|---|---|---|
| Emergency Response and Recovery Plan (ERRP) | Within 90 days of Contract Effective Date; Test and review annually by end of Q3 (March) | 2.15 Emergency Response and Recovery Plan |
| Comprehensive Workforce Plan: <ul style="list-style-type: none"> - Staffing Plan - Recruitment, Hiring, and Engagement Plan - Training Plan | Included with proposal; finalized within 90 days of Contract Effective Date; submit updates to MBTA as needed | 2.6.6 Comprehensive Workforce Plan |
| Quality Assurance (QA) Plan | Within 90 days of Contract Effective Date; submit updates to MBTA as needed | 2.19.2 Quality Assurance Plan |
| Contractor Safety Compliance Plan (CSCP) | Within 120 days of Contract Effective Date; submit updates to MBTA as needed | 2.14.3 Contractor Safety Compliance Plan |
| Service Planning Policy Document | Within 120 days of Contract Effective Date; submit updates to MBTA as needed | 2.9 Service Analysis and Planning |

2.22.2. Daily Call Center Performance

Daily report of call volume, Service Level percentage, and Average Speed of Answer (ASA).

2.22.3. Weekly Customer Notification Report

Weekly report of Customer notifications as described in Sections 2.13.2 Trip Notifications and 2.13.3 Day of Service Communication.

2.22.4. Weekly Callout and Staffing Report

Weekly summary of callouts and staffing levels by department, distinguishing between in-office and remote staff.

2.22.5. Monthly Contractor Employee Matrix

Summary of all employees on the TRAC Contractor’s payroll, including title, function, and role. Additional information shall include:

- 1) Hours worked;
- 2) Hirings and terminations (Contractor shall also maintain a list of all personnel who are terminated by the Contractor or any of its subcontractors while working under this contract for reasons of performance or rule violations);
- 3) Promotions or demotions;

- 4) Salary rate or changes of salary rate; and
- 5) Results of annual CORI checks.

Employee Matrix shall include training taken by each employee, including date of training, assessment results, retraining courses/dates. Must include mandatory trainings as stipulated in Section 2.6 Staffing.

2.22.6. Monthly Capacity Constraint Report

Contractor shall analyze RIDE data to report, analyze, and recommend solutions for any instances of limits to the availability of complementary paratransit service to ADA paratransit eligible individuals discussed in 49 CFR Sec. 37.131, including any of the following:

- 1) Restrictions on the number of Trips an individual will be provided;
- 2) Waiting lists for access to the service; or
- 3) Any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons. Such patterns or practices include, but are not limited to, the following:
 - a. Substantial numbers of significantly untimely pickups for initial or return Trips;
 - b. Substantial numbers of Trip denials or missed Trips; and
 - c. Substantial numbers of Trips with excessive Trip lengths.

Contractor shall perform root-cause analysis whenever the data shows deficiency in any of the above standards and implement corrective actions immediately. In particular, the Contractor shall implement processes to identify patterns of late Trips, missed Trips, excessively long Trips, hold times, and Complaints that may point to capacity constraints – regardless of whether overall standards for these metrics are met or not.

2.22.7. Monthly On-Board Travel Time Report

Contractor shall assess On-Board Travel Times of ADA Trips using the TMS and prepare an accompanying report for the MBTA every month.

A paratransit Trip that is more than 20 minutes longer than the same ride on the Fixed-Route system is considered excessive in length. In situations when there is no way to make the Trip by fixed-route, because the service area is not limited to corridors around the routes, a standard of no more than twice the direct auto ride time applies. In cases where too many Customers are grouped together on a single route, the travel times should not exceed the excessive lengths.

Excessive on-board travel times shall be determined by taking a random sample of all Trips that exceed the MBTA Trip Planner parameters, manually identifying the percentage of that sample with excessive on-board travel times, and applying that percentage, rounded to the nearest one-hundredth, to all Trips exceeding the travel time identified by the MBTA Trip Planner. Alternately, on-board travel times may be determined by utilizing TMS reporting data containing both actual trip lengths and estimated fixed-route travel times for that ADA Trip.

Report shall contain the percentage of all ADA Trips found to be in excess of the standard in that month, along with a root-cause analysis whenever there is a percentage of Trips not meeting the standard.

2.22.8. EEO and Affirmative Action Reports

- 1) Quarterly EEO and Affirmative Action Reports
 - a. Contractor shall provide quarterly submission to the MBTA's Office of Diversity and Civil Rights a report demonstrating the status of its EEO and Affirmative Action program, including the demographics of its workforce; hiring, promotion, and termination rates by race and gender; and that the Affirmative Programs Contractor is undertaking actions to ensure that there are no discriminatory practices or outcomes in employment matters.
- 2) Annual EEO and Affirmative Action Plan
 - a. Contractor shall supply the MBTA with copies of its EEO and Affirmative Action Plan each year.

2.22.9. Annual Business Reviews and Plans

- 1) Annual Business Plan and Cost Forecasting
 - a. Contractor shall present an annual review of the Contractor's Business Plan and proposed revisions to the Cost Model for the next fiscal year according to prior performance, current investments, in-flight initiatives, projected cost goals, and other factors. Revisions to the Cost Model may be a shift in line item amounts, not changes to the total yearly budget.
 - b. The total yearly cost targets may be readjusted to an amount negotiated by the MBTA and Contractor. If a yearly cost target is not set, the latest version of the Bidder Cost Model shall supersede.
- 2) Annual IT Performance Evaluation and Plan
 - a. Refer to Section 2.21.6 Annual IT Performance Evaluation.
- 3) Annual TRAC Vendor Contract Review and Plan
 - a. Contractor shall present a review of vendors utilized since the initial transition, focusing on their primary use, projects, etc.
 - b. Contractor shall present a strategic plan for the upcoming fiscal year for use of vendors, assessing price, risk budget, benefit, competitors, etc.

2.22.10. Underperformance Reports

Contractor shall provide reports and analysis when any of the Key Performance Indicators fail to perform. This includes, but is not limited to, Trip performance, call center performance, and Complaint volume. The MBTA may request underperformance reports at its discretion. Report shall include a description of the underperformance, a root-cause analysis of deficits in performance, and a remedy plan to address deviance from standards. Analysis shall be provided to the MBTA in a written document format no later than two (2) weeks from the date of underperformance, unless otherwise specified by the MBTA.

2.23. TRANSITION

In accordance with the requirements set forth in this Contract, Contractor shall assume full control of TRAC operations with no disruption to service before July 1, 2026. The Transition and Mobilization Period shall run from the Contract Effective Date until the start of service on July 1, 2026.

Within fourteen (14) calendar days of Contract Effective Date, the Contractor shall submit to the MBTA an initial Transition Plan and timeline. The MBTA will review the initial plan and meet with Contractor to discuss and refine. Contractor shall revise and submit a final Transition Plan and timeline within fourteen (14) calendar days of the meeting.

The MBTA shall review and approve the Contractor's proposed transition timeline and associated detailed plan, which shall comply with all milestones listed in this Section. The MBTA does not require Contractor to complete all actions prior to Contractor assuming full control of TRAC operations by July 1, 2026. Contractor may propose when activities and milestones will be completed. The MBTA and Contractor will agree upon a final transition plan to which Contractor will be held (Transition Plan).

The MBTA reserves the right to withhold payment to Contractor subject to completion of the Transition Plan and its associated milestones by agreed upon deadlines.

2.23.1. Transition Plan Milestones

- 1) Completing and implementing the following plans and procedures outlined in this Scope of Work:
 - a. Within 14 calendar days of Contract Effective Date:
 - i Initial Transition Plan with timeline
 - b. Within 35 calendar days of Contract Effective Date:
 - i Final Transition Plan with timeline
 - c. Within 90 calendar days of Contract Effective Date:
 - i Code of Conduct
 - ii Emergency Response and Recovery Plan (ERRP)
 - iii Comprehensive Workforce Plan
 - iv Quality Assurance Plan
 - d. Within 120 calendar days of Contract Effective Date:
 - i Contractor Safety Compliance Plan
 - ii EEO and Affirmative Action Plan
 - iii Service Planning Policy Document
- 2) Completing and implementing the following transition initiatives:
 - a. By February 1, 2026:
 - i Contractor facility inspection and familiarization
 - b. By April 1, 2026:
 - i Contractor Safety Compliance Plan

- c. By June 1, 2026:
 - i Mobilization/transition team in place
 - ii Transitioning and assigning all existing contracts and leases
 - iii Rehiring, onboarding, and providing benefits to existing employees; payroll fully transitioned; benefits bridged
 - iv Conducting retention activities for existing employees
 - v Auditing, transitioning, and testing current infrastructure, including the facility, equipment, computer hardware and software, telecommunications system(s), and mobile communications system(s)
 - vi Reviewing and modifying any standard operating procedures
 - vii Meeting with all current Service Providers
 - viii Other items as necessary for the transition
 - d. By June 15, 2026:
 - i Hiring all additional Key Personnel not already in place
 - ii Hiring new or replacement staff
 - iii Retraining all employees
 - e. By June 23, 2026:
 - i Holding required governance meetings
 - ii Taking reservations
 - iii Other items as necessary for the transition
- 3) Assuming full control of TRAC operations by July 1, 2026.
 - 4) Developing and presenting a report on the current state of operations and plan to implement improvements/industry best practices to MBTA senior leadership by August 15, 2026.
 - 5) Contractor Performance Compensation and Adjustments shall be waived in the following schedule during the transition period:
 - a. All Monthly Penalties shall be waived until October 1, 2026.
 - b. Quarterly Performance Adjustments will not be assessed during the first three months of service (beginning July 1, 2026). The first Quarterly Performance Review shall take place in November 2026, at which point the Quarterly Performance Adjustments for July-September 2026 will be applied to subsequent invoices per the guidance in 2.24.4 Quarterly Performance Adjustments.

2.23.2. Transition at End of Contract

Prior to the end of the Contract term (or at Contract termination), Contractor shall be fully responsible for cooperating with the MBTA and any incoming Contractor to transfer any necessary

agreements, contracts, staff, and equipment in good working condition to the new TRAC management and shall take any other actions mutually agreed upon by Contractor, incoming Contractor, and MBTA to ensure a smooth transition of operations.

2.24. COMPENSATION

2.24.1. Compensation Structure

The compensation structure for this contract is a cost-plus-fixed-fee model. The Contractor’s monthly management fee shall not deviate over the life of the contract from what is agreed to in this agreement unless incentives or deductions are applied in connection to Contractor’s performance. As discussed below, there will be two categories of incentives and deductions:

- 1) Monthly Penalties; and
- 2) Quarterly Performance Adjustments.

For all other costs, the Contractor shall invoice the MBTA for actual costs incurred, including labor, fringe, infrastructure, and mobilization costs. Section 2.24.6 Invoicing Instructions provides more detail on the invoicing process and the required documentation and submission format for monthly invoices.

Contractor shall maintain responsibility for the Cost Model immediately after Contract execution and shall continue to update and enhance the Cost Model as necessary and with MBTA approval. For the avoidance of doubt, any and all final amendments to the Cost Model shall be the responsibility of the MBTA. While TRAC may initiate any conversations with MBTA over changes that it believes are necessary, Contractor shall not make material changes to the Cost Model.

Contractor’s total operating costs (detailed in the Cost Model) are summarized in the schedule below. This amount may be renegotiated yearly by the MBTA and Contractor based on previous year data, current performance, and any initiatives proposed by the MBTA or Contractor for the upcoming year(s). Contractor costs shall not exceed the yearly category budgets specified in the Cost Model, nor the total yearly cost, below or as negotiated. However, the MBTA and TRAC may mutually determine that budget amounts should move among categories (while remaining below the overall budgeted allowance) to account for changes to business operations and costs. This latitude and conversations leading to any potential rearranging of overall budget shall take place annually, on or around the anniversary of Contract execution. Any annual costs in excess of those detailed in the current Cost Model will not be reimbursed unless reviewed and approved in writing by the MBTA in advance.

The following shall be applicable to all invoices issued under the term of this Contract:

| TABLE 2.24.1.1 – LABOR, FRINGE, AND INFRASTRUCTURE COSTS | |
|---|--------------------------|
| Year | Total Yearly Cost |
| FY27 (July 1, 2026 – June 30, 2027) | \$ |
| FY28 (July 1, 2027 – June 30, 2028) | \$ |
| FY29 (July 1, 2028 – June 30, 2029) | \$ |

| | |
|---|-----------|
| Pre-FY27 through FY29 Total | \$ |
| Option Year 1 – FY30 (July 1, 2029 – June 30, 2030) | \$ |
| Option Year 2 – FY31 (July 1, 2030 – June 30, 2031) | \$ |
| Option Year 3 – FY32 (July 1, 2031 – June 30, 2032) | \$ |
| Option Year 4 – FY33 (July 1, 2032 – June 30, 2033) | \$ |
| Option Years Total | \$ |
| TOTAL | \$ |

| TABLE 2.24.1.2 – MANAGEMENT FEE AND PROFIT | | |
|---|-------------------------------|--------------------|
| Line Item | Description | Monthly Fee |
| 1 | Corporate Overhead Allocation | \$ |
| 2 | Profit | \$ |
| TOTAL | | \$ |

| TABLE 2.24.1.3 – MOBILIZATION COSTS | | | |
|--|--------------------|------------|-----------------|
| Line Item | Description | Fee | Duration |
| 1 | | \$ | |
| 2 | | \$ | |
| 3 | | \$ | |
| 4 | | \$ | |
| 5 | | \$ | |
| 6 | | \$ | |
| TOTAL | | \$ | |

2.24.2. Contractor Performance Compensation

The approach to Contractor compensation adjustments is to use a monthly and quarterly evaluation of service, and the accompanying levying of financial adjustments, as an opportunity to engage all

parties in an analytical discussion aimed at the root causes of performance problems and overall continuous improvement. From these conversations, action plans to further improve service will be developed. Contractor will receive additional compensation for performing well and will be charged penalties in instances where the Contractor fails to meet performance requirements or targets.

2.24.3. Monthly Penalties

The monthly invoice will be adjusted for significant instances of performance that amount to a virtual failure of the system to perform, likely resulting in Customers not traveling or traveling but receiving such a degraded level of service that the trip was likely in violation of ADA service criteria.

The monthly penalties for these egregious violations shall be enforced after go-live. They shall be self-reported by Contractor, sourced from the current TMS reports or other Contractor reporting tools, on monthly invoice submissions according to the following criteria:

- 1) Late Pickups, Missed Trips, or Late Drop-offs:
 - a. Level 1 Performance Standard – A deduction of **\$50.00** shall be assessed for each Trip exceeding the following criteria:
 - i Pickup-anchored Late Pickup between 31 and 60 minutes late from the end of the Pickup Window;
 - ii Missed Trip between 31 and 60 minutes late from the end of the Pickup Window; and
 - iii Appointment-anchored Late Drop-off between 31 and 60 minutes late from the end of the Drop-off Window.
 - b. Level 2 Performance Standard – A deduction of **\$200.00** shall be assessed for each Trip exceeding the following criteria:
 - i Pickup-anchored Late Pickup beyond 60 minutes late from the end of the Pickup Window;
 - ii Missed Trip beyond 60 minutes late from the end of the Pickup Window; or
 - iii Appointment-anchored Late Drop-off beyond 60 minutes late from the end of the Drop-off Window.
- 2) On-board Travel Time – A deduction of **\$50.00** shall be assessed for each Trip exceeding the following criteria:
 - a. Trip duration is that no ADA Trip shall exceed 20 minutes than the same ride on the fixed-route system, as determined by the MBTA Trip Planner.
- 3) Call Center Queue – A deduction of **\$10.00** shall be assessed for each call exceeding the following criteria:
 - a. The standard for cumulative service levels in the call center queue is for no call to exceed a 10-minute answered or abandoned rate.
- 4) NDSP Rescue Trip Verbal Opt-In – A deduction of **\$100.00** shall be assessed for each instance meeting the following criteria:

- a. NDSP Rescue Trip where Customer *did not provide* verbal opt-in.

TABLE 2.24.3 – MONTHLY PENALTIES

| Category | Threshold | Adjustment | Formula |
|---|---|------------|---|
| Level 1 Late Trip, Missed Trip, Late Drop-Off | 0 | \$50.00 | $\$50.00 * (\#Late Pickups_{31-60 min} + \#Missed Trips_{31-60 min} + \#Late Dropoffs_{31-60 min})$ |
| Level 2 Late Trip, Missed Trip, Late Drop-Off | 0 | \$200.00 | $\$200.00 * (\#Late Pickups_{60+ min} + \#Missed Trips_{60+ min} + \#Late Dropoffs_{60+ min})$ |
| Excessive On-Board Travel Time | Over 20 minutes longer than fixed route estimate | \$50.00 | $\$50.00 * (\#Trips Exceeding Fixed Route Estimate * \% of Sample with Excessive On - board Travel Time)$ |
| Call Center Queue | Over 10 minutes hold time | \$10.00 | $\$10.00 * (\#Calls Answered_{After 10 min} + \#Calls Abandoned_{After 10 min})$ |
| Missing Verbal Opt-In | 0 | \$100.00 | $\$100.00 * \#Trips shifted without verbal opt - in$ |

2.24.4. Quarterly Performance Adjustments

Please note that the below metrics, thresholds, and amounts are currently estimates as a **proof of concept** and are to be revisited before award based on updated performance metrics due to the new TMS software launch.

- 1) Call Center Service Level – Contractor is responsible for maintaining a target of 90.00% of inbound calls answered within 120 seconds. This metric is to be recorded daily.
 - a. A deduction of **\$250.00** shall be assessed for each day in which fewer than 85.00% of calls are answered within 120 seconds, rounded to the nearest one-hundredth.
 - b. An incentive of **\$250.00** shall be assessed for each day in which greater than 95.00% of calls are answered within 120 seconds, rounded to the nearest one-hundredth.

- 2) Complaints Response Time – Contractor is responsible for investigating and responding to all valid Complaints assigned to TRAC as defined in Section 2.18 within 10 calendar days.
 - a. Level 1: A deduction of **\$50.00** shall be assessed for each Complaint resolved in 11-20 calendar days following assignment to the Contractor.
 - b. Level 2: A deduction of **\$80.00** shall be assessed for each Complaint resolved in 21+ calendar days following assignment to the Contractor.
- 3) Complaints Issue Count – The total number of Complaints assigned to Contractor received in any calendar month shall not exceed 1.0 per 1,000 Requested Trips.
 - a. A deduction of **\$50.00** shall be assessed for each Complaint issue above the threshold, rounded to the nearest one-hundredth.
 - b. An incentive of **\$100.00** shall be applied for each Complaint issue below .70 per 1,000 Requested Trips, rounded to the nearest one-hundredth.
- 4) On-Time Performance (OTP) – Contractor is responsible for ensuring overall (DSPs and NDSPs) OTP is at least 92% each day. This metric is to be recorded daily.
 - a. A deduction of **\$200.00** shall be assessed for each one percentage point below 92.00% each day, rounded to the nearest one-hundredth.
- 5) Productivity – Contractor is responsible for ensuring productivity, defined as number of Completed Trips per Revenue Hour, is at least 1.12 each month.
 - a. An incentive of **\$25,000.00** per month shall be applied for each 0.10 Completed Trip per Revenue Hour above 1.12, rounded to the nearest one-hundredth.
- 6) Key Personnel Attrition – Contractor is responsible for electing an individual to take a Key Personnel position in an interim capacity within 1 calendar day of the planned or unplanned attrition.
 - a. A deduction of **\$1,000.00** per day shall be assessed for Key Personnel left in interim capacity without MBTA approval for longer than 30 days, except for the General Manager, which shall require MBTA approval for an interim longer than 60 days.

TABLE 2.24.4 – QUARTERLY PERFORMANCE ADJUSTMENTS

| Category | Threshold | Adjustment | Formula |
|-------------------|--|---|--|
| Call Center Queue | 90% of Calls answered within 120 seconds | \$250.00 deduction for each day below 85% | $\$250.00 * \#Days\ under\ 85\%_{Calls\ Answered\ in\ 120sec}$ |

| | | | |
|---------------------------------|--|--|--|
| Call Center Queue | 90% of Calls answered within 120 seconds | \$250.00 incentive for each day above 95% | $\$250.00 * \#Days\ over\ 95\%Calls\ Answered\ in\ 120sec$ |
| Level 1 Complaint Response Time | 10 days | \$50.00 deduction per Complaint resolved in 11-20 days | $\$50.00 * \#Complaints_{11-20\ day\ resolution}$ |
| Level 2 Complaint Response Time | 10 days | \$80.00 deduction per Complaint resolved in 21+ days | $\$80.00 * \#Complaints_{21+\ day\ resolution}$ |
| Complaint Count | 1 per 1000 Requested Trips | \$50.00 deduction per Complaint over 1 per 1000 Requested Trips | $\$50.00 * (\#Complaints - \frac{\#Scheduled\ Trips_{In\ Months\ over\ Threshold}}{1000})$ |
| Complaint Count | 1 per 1000 Requested Trips | \$100.00 incentive per Complaint under 0.7 per 1000 Requested Trips | $\$100.00 * (\frac{0.70 * \#Scheduled\ Trips_{In\ Months\ over\ Threshold}}{1000} - \#Complaints)$ |
| Daily On-Time Performance | Above 92.00% Daily | \$200.00 deduction for each 1.00% below 88% | $\$200.00 * [(.8800 - Actual\ Daily\ OTP_{Under\ Threshold}) * 100]$ |
| Productivity | 1.12 Completed Trips per Revenue Hour | \$25,000.00 incentive for each .1 Completed Trip per Revenue Hour over threshold | $\$25,000.00 * [(Actual\ Monthly\ Productivity - 1.12) * 10]$ |

| | | | |
|---|---------|--|--|
| Key Personnel – Interim General Manager | 60 Days | \$1000 deduction per day unapproved interim past threshold | \$1,000.00 * #Days Past 60 without approval _{General Manager} |
| Key Personnel – Other Interim | 30 Days | \$1000 deduction per day unapproved interim past threshold | \$1,000.00 * #Days Past 30 without approval _{Other Key Personnel} |

2.24.5. Waivers

Contractor shall not submit or request deduction waivers, unless the Contractor’s failure to meet the applicable performance standard is discussed with and approved in writing by the MBTA prior to a waiver being submitted on an invoice.

2.24.6. Invoicing Instructions

- 1) Invoicing Cadence:
 - a. Contractor shall submit a complete and accurate monthly invoice, as specified herein, within sixty (60) calendar days of the start of the following month.
 - b. All invoices submitted by Contractor to MBTA for payment shall be subject to the MBTA’s approval. Such approval shall not be unreasonably withheld. In no event shall MBTA be liable or responsible for any payment prior to such approval.
 - c. MBTA will review each invoice for discrepancies and return any rejected invoice in accordance with Section **Error! Reference source not found.** of the MBTA Standard Terms and Conditions within fifteen (15) calendar days of receipt, with written explanations of errors to be addressed.
 - i Contractor shall review the rejected invoice and MBTA’s written explanation for such rejection and send a written explanation detailing the basis for the rejected charges within forty-five (45) days of the return of the rejected invoice.
 - ii If the MBTA does not receive a written explanation for the rejected charges within such forty-five (45) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and MBTA, in its sole and reasonable discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the rejected invoice.
 - iii Pending resolution of a rejected invoice, MBTA’s non-payment of rejected charges therein shall not constitute default by MBTA and

shall not entitle Contractor to suspend or delay its provision of Services or other performance of or compliance with this Contract.

- d. MBTA will use reasonable efforts to promptly process approved Contractor invoices and issue payment within terms outlined in the Standard Contract (see Section **Error! Reference source not found. Error! Reference source not found.**). An invoice will not be processed for payment unless the MBTA considers it to be complete and accurate.
 - e. Contractor shall submit separate invoices for items the MBTA determines to be valid capital costs (e.g. purchase and installation of equipment and furnishings, etc.).
- 2) Each monthly invoice submitted by Contractor shall include, at a minimum:
- a. Contract name and purchase order number;
 - b. The tasks, subtasks, Deliverables, Milestones, goods, Services, or other services for which payment is claimed;
 - c. The price of such tasks, subtasks, Deliverables, Milestones, goods, Services, or other services calculated based on the pricing terms set forth in the applicable Statement of Work and Cost Model with backup:
 - i. Clear supporting documentation and receipts/invoices for each expenditure, with clear references on the invoice from item to receipt;
 - ii. Individual expenses must be categorized and tracked according to the budget categories included in the Cost Model;
 - iii. Each individual expense must have clear description and justification. Descriptions and justifications must be consistent across invoices.
 - iv. Actual, audited payroll from payroll vendor for the month. This information must summarize hours worked and rates, including overtime, by employee. Any salaried employees, contractors, or other labor costs shall be included in this documentation. Documentation must be in original (vendor) format and Excel format for ease of use.
 - v. Detailed calculations of monthly penalties as described in Section 2.24.3.
 - vi. Detailed calculations of quarterly performance adjustments as described in section 2.24.4.
 - d. The number of the MBTA purchase order issued for such tasks, subtasks, Deliverables, Milestones, goods, Services, or other services, if applicable;
 - e. For Transition Services, if applicable, the date such tasks, subtasks, Deliverables, Milestones, goods, Services, or other services were accepted by the MBTA;
 - f. Budget tracking, including:

- i Total dollars expended to-date for each Cost Model budget category and total annual Contract amount; and
- ii Month-over-month tracking for the cost of each line item.
- g. Indication of any applicable credits due to MBTA under the terms of the Contract or reversals thereof; and
- h. Any other information reasonably required by the MBTA office to facilitate or enable the payment of the invoice.

2.24.7. Payment Terms

Except as expressly provided in the Contract or as may otherwise be provided in a Statement of Work, MBTA agrees to pay the amounts due to Contractor hereunder within forty-five (45) calendar days after MBTA receives Contractor’s invoice through MBTA’s invoicing and payment system, except to the extent such invoices are the subject of a dispute between the MBTA and Contractor. MBTA’s payment of, or failure to pay, an invoice shall not be deemed as automatic invoice approval or Acceptance by MBTA of any Services for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

2.25. REFERENCE INFORMATION DOCUMENTS (RIDS)

- 2.25.1. The RIDE Guide**
- 2.25.2. Pre-Employment Requirements**
- 2.25.3. Service Planning Policy Document**
- 2.25.4. The RIDE Contractors and Teams**
- 2.25.5. No Show Late Cancel (NSLC) Policy**
- 2.25.6. Sample Standard Operating Procedures**
- 2.25.7. MBTA Language Access Plan**
- 2.25.8. Drug and Alcohol Policy**
- 2.25.9. 2024 Transit Safety Plan**
- 2.25.10. The RIDE Definitions**
- 2.25.11. Key Performance Indicators (KPIs)**
- 2.25.12. List of TRAC Assets***
- 2.25.13. In-Vehicle Technology**
- 2.25.14. Additional Metrics***
- 2.25.15. TRAC Facility and Floorplan**
- 2.25.16. Current TRAC Contract, Amendments, and Cost Model***
- 2.25.17. TRAC Call Center Performance & Volume Data for Past Year***
- 2.25.18. Complaint Volume Data for Past Year***
- 2.25.19. Monthly Payment Call Volume Data for Past Year***
- 2.25.20. Trip Data for Past Year***
- 2.25.21. Current TRAC Org Chart***

* Asterisked RIDS will require a Non-Disclosure Agreement prior to Bidders receiving access. See Section **Error! Reference source not found. Error! Reference source not found.**

2.26. ADDITIONAL SERVICES

Additional, directly related services may be added to this Contract prior to the start or throughout the duration of this Contract if agreed to in writing by the MBTA and Contractor.