

## Transit Management, Maintenance & Operations Services RFP 2027-31.01

1. Please clarify the number of sub-corporations operated by the management firm currently.  
A: Berkshire Transit Management and is a sub-corp. of TransDev
2. Please clarify the number of sub-corporations to be operated by the successor firm.  
A: See answer above
3. Please clarify the number of employees listed on page 5, so that the Authority would consider fully staffed.  
A: The staff that is required for operations as provided by the vendor is the General Manager. The remaining staff can be revised within the organization as required. The Vendor has the option during the transition to evaluate staffing levels needed for efficient operations.
4. Please clarify the numbers of employees listed on page 5, is this the number of employees as of the RFP published date?  
A: The list on page 5 is the current staffing level. However, operations needs to add 5-8 transit bus drivers to the staff and are actively recruiting drivers. As far as management is concerned, that is up to the vendor. Budget must be maintained.
5. Please provide a copy of the org chart.  
A: Provided
6. Please provide copies of all currently active collective bargaining agreements, side-letters, memorandum of understanding, memorandum of agreement, and any other agreements between Teamsters' Local 404 and the incumbent management contractor and/or the incumbent's sub corporation which will continue to be in effect, or which may affect labor relations, during the term of this proposal.  
A: The RTA is not in possession nor manages union contracts. Copies will not be provided.
7. Please provide all documents either created by the Authority, or submitted to the Authority by the incumbent, related to the form, structure, and function of any active or planned micro-transit services during the term of this solicitation.  
A: The Berkshire Regional Planning Commission has published a study regarding micro-transit for Berkshire County, of which the Authority was a participant. The Authority is exploring implementation strategies but does not have any information to share currently.
8. Please clarify if it is the Authority's intention that any micro-transit service program will be operated by the contractor's sub corporation, or will the successor firm only be required to assist the Authority in the procurement of a micro transit services operator?



A: The working concept is the software will operate microtransit and paratransit as one service. There are no plans to adopt a specific operations vendor for microtransit.

9. Please clarify if the management firm's fee must include all possible expenses of the sub-corporation or if the Authority will directly fund most expenses of the sub-corporation excluding the costs associated with any employees directly employed by Management Firm?

A: The Authority provides operating funds monthly to the sub-corporation based upon the approved budget divided into monthly installments. The employees who work directly for the vendor are separate.

10. Please provide a copy of the incumbent's Inclement Weather policy as approved by the Authority. What does the Authority like or dislike about the incumbent's severe weather policy?

A: Operations have a three-tiered threat assessment policy. The Administrator and the General Management staff work together to make an accurate assessment based upon information from the National Weather service alerts.

11. Please clarify what services are provided through use of the Routematch software. What software does the Authority plan to use for the microtransit service pilot programs, if other than Routematch?

A: BRTA uses Routematch software. The Authority is actively working to replace the software and plan to go to bid sometime next year.

12. Please elaborate on the Authority's desire for frontline staff (bus operators, dispatchers) availability - what is the total value, and number of staff in each position listed on pages 5 and 6, that the Authority is willing to fund in each year of this agreement?

A: Management staff is on par with current needs. Like all staff levels they would be evaluated with the new vendor.

13. Please provide a copy of the incumbent's written complaint policy, as approved by the Authority.

A: The information is listed on the website [berkshirerta.gov](http://berkshirerta.gov)

14. Please provide a copy of the incumbent's claims policy, as approved by the Authority.

A: The insurance policy information is held in confidence and not public information.

15. Please provide examples of all monthly performance metric(s), financial, and any other service reports provided by the incumbent to the Authority, as approved by the Authority.

A: This information is contained on the website and is provided to the BRTA Board on a monthly basis. All are welcome to access this information at any time.



16. Please clarify what software and computer systems are provided to the Contractor by the Authority.

A: Software and computer systems are provided by the Authority.

17. Please clarify the Authority's responsibility vs successor related to cyber security and insurance coverage for cyber security. Please provide description of current insurance coverage for cyber security and which party is responsible for that coverage.

A: The Authority provides a robust cyber security software and insurance policy to cover any breach activities. This information is confidential. Vendor will ensure participation and compliance.

18. Please clarify the obligations of both contractor and of the Authority relating to all capital equipment expenses, including technology expenses.

A: The Authority under MGL 161B owns all capital investments and equipment. The operator is responsible for operating, managing and maintaining the services provided by the Authority.

19. Please provide the incumbent's operating budgets for BRTA fiscal years 2026 and 2027 as approved, by the Authority. Please clarify if it is the Authority's expectation that any incumbent management firm will utilize the FY 2027 operating budget created by the incumbent if they are not successors, or will a successor firm be expected to create a new operating budget for approval by the Authority after a notice to proceed before the start of the contract period?

A: The 2026 budget is available in the public information section of the website. You may access the information at any time. The 2027 budget is not available yet. The state fiscal year starts on July 1<sup>st</sup> and ends June 30<sup>th</sup>. We operate on the state fiscal timetable.

20. Please elaborate on the "Oral Presentations" described by the solicitation schedule. Will every firm proposing be invited to present, or will the Authority select finalists for presentations?

A: Selected vendors will be invited to give in person presentations of the services offered by their company. The administration offices are located at 1 Columbus Ave., Pittsfield, MA.

21. Please clarify if the proposal must include (2) hard copies and (1) electronic copy on a flash drive, or if the "(1) original" may be considered the same as the electronic copy?

A: Hard copies, meaning actual paper copy of the proposal. Electronic copy in PDF format on a portable disk, USB device. As stated in the RFP.

22. Please clarify if the management firm's cost proposal must be separated from the remainder of the proposal, in a sealed envelope, or if the price proposal may be included in the whole submission as a separate section?

A: Yes, the cost proposal shall be enclosed in a separate sealed envelope.

23. Please clarify if the Authority will provide vehicle liability coverage for all BRTA vehicles operated and/or utilized by the successor firm?

A: The Authority works with the vendor to acquire all insurance coverage.



24. Please provide liquidated damages imposed on the incumbent during the term of the current contract?

A: The contract details are confidential.

25. Please confirm the expiration dates of the applicable collective bargaining agreements and whether negotiations, reopeners, or amendments are anticipated during the initial contract term.

A: As the RTA is not in possession, nor manage the union contracts. Copies will not be provided.

26. Please confirm whether accrued benefits such as seniority, vacation, and sick leave are expected to be transferred to the successor contractor pursuant to FTA Section 5333(b).

A: Yes

27. Please confirm whether there are any active grievances, arbitrations, or unresolved labor matters that may impact a successor contractor.

A: The RTA is not in possession, nor manages union contracts or union business.

28. Please confirm that driver and other non-management employee wages and fringes are not included in the Management Fee and will be funded by BRTA as operating expenses.

A: Confirmed

29. Please confirm whether trip estimates represent one-way passenger trips, vehicle trips, or scheduled manifests, and whether no-shows and late cancellations are included or excluded from these estimates.

A: Paratransit data is reported using the NTD standards for system data reporting.

30. Please provide the current number of vehicles assigned to each service type, including peak pull-out requirements and spare ratio assumptions.

A: This data is available in the National Transit Database

31. Please confirm whether all vehicles, including spares, are provided by BRTA, or whether the contractor is expected to supply any vehicles for operations, contingency, or overflow service.

A: All vehicles are provided and owned by the Authority including spares.

32. Please provide the current number of drivers by service type, including full-time versus part-time counts and typical peak staffing levels.

A: They are provided in the RFP table on page 6

33. Please confirm whether driver staffing levels are expected to remain stable at contract start or whether BRTA anticipates material increases or reductions during the base contract term.

A: Staffing labels are expected to remain stable during the operations transition.



34. For due-diligence and pricing validation purposes, please advise whether BRTA will provide copies of the incumbent contractor's (Transdev) monthly invoices for the most recent twelve (12) months.  
A: The Authority's contract with our current provider is confidential.
35. Please confirm whether the incumbent invoices reflect only the management fee or also include reimbursable or pass-through operating expenses, including fuel, insurance, or performance penalties or incentives.  
A: The operator's contract will include management fees. Berkshire Transit Management (BTM), the sub-corporation is budgeted monthly for operating expenses provided by the Authority. The operations vendor is responsible for managing the staff and operations budget.
36. With respect to Appendix A (Management Fee Cost Proposal Form), please confirm whether the Management Fee is intended to be fully fixed and not subject to adjustment for changes in service levels, staffing levels, or labor cost increases.  
A: The management fee does not affect operations budgets because it is not included in those funds.
37. Please clarify whether inflationary escalation may be reflected in Years 2 through 5 of the Management Fee, or whether escalation is prohibited unless expressly approved by BRTA.  
A: The pricing provided from each applicant may include escalators as they see fit. Evaluation of proposals is not solely based upon price. See page 20.
38. Please confirm which corporate or periodic support services (e.g., labor relations, legal, safety, IT, training, finance) are expected to be included within the Management Fee versus priced separately.  
A: Yes. Please provide as much information as you wish to explain your price.
39. Please confirm whether General Manager relocation, housing, or travel expenses (if applicable) must be included within the Management Fee or may be reimbursed separately.  
A: No, expenses incurred by the General Manager for relocation, housing, or travel expenses are not reimbursed.
40. Please confirm whether the Authority anticipates issuing additional addenda that materially affect pricing or labor assumptions prior to proposal submission, and whether proposers will be afforded sufficient time to adjust pricing if so.  
A: No changes are anticipated.
41. The RFP indicates a proposal submission deadline of February 16, 2026. Considering the scope of services and the clarifications requested to ensure accurate pricing, please advise whether BRTA would consider a short extension to the proposal submission deadline to allow proposers sufficient time to incorporate responses to clarifications into their final submissions.  
A: No extensions.



42. Please confirm which key management positions are required to be identified in the proposal and whether resumes/CVs are required for each position. Additionally, please clarify whether BRTA expects proposers to commit named individuals at the time of proposal submission or whether substitutions may be permitted prior to contract award or during transition, subject to BRTA approval.

A: The General Manager is the only professional employed on location by the contractor. The Authority expects that the person stated in the proposal will be employed at this location as stated in the RFP.

43. Staffing & Assets 6. Non-Union Staffing: Page 6 lists Non-Union staff such as "Maintenance ITC Janitors" and "Fixed Route Supervisors." Are these positions considered part of the "Management Team" whose costs must be covered by our Management Fee, or are they considered operating staff whose costs are reimbursed by the BRTA?

A: The staff listed are all parts of the operations staff. Only the General Manager is part of the contractor's staff.

44. Support Vehicles: The vehicle roster lists revenue vehicles. Does BRTA provide non-revenue support vehicles for the General Manager and Road Supervisors, or must the Contractor provide these?

A: Vehicles are provided to the operations staff for use in related operations functions. No dedicated vehicle is provided to the General Manager unless the contractor provides one for their employee.

45. Transition & Performance 8. Transition Costs: The RFP states the resident General Manager must be on-site 4 weeks prior to July 1, 2026, and "the cost of this activity shall be paid by the proposed Contractor". Should this one-time transition cost be amortized into the Year 1 Monthly Management Fee, or may proposers add a separate line item for "Mobilization/Transition"?

A: The transition costs are the responsibility of the proposer. The form has ample room to share personnel, overhead, and other costs contained in your management fee proposal. The cost proposal must contain fees for the three years of the contract with options for years 4 and 5.

46. Liquidated Damages: The RFP mentions Liquidated Damages will be "determined... prior to contract execution". To assess risk, can BRTA provide a draft schedule of these damages or a cap on monthly penalties?

A: Damages have never been imposed on a provider before. No determination has been made at this time about scheduled damages.

47. RFP Page 21, Section A, Item 8: Transdev North America can negotiate between 60 and 80 collective bargaining agreements annually. Please confirm if BRTA would consider limiting the sample size to our active Massachusetts managed systems.

A: Yes, limiting your response to MA systems is acceptable. For other proposers please list at least a sample for the last three years for the closest and relevant systems to MA.





48. RFP Page 21, Section A, Item 15: Please confirm that BRTA will maintain liability and collision coverage for agency owned motor vehicles during revenue and non-revenue transit operations (either by directly purchasing the coverage to include the subsidiary or directing the subsidiary to purchase the coverage with the expense of such coverage paid for by the agency), and that the Contractor's insurance obligations will be limited to comprehensive and liability coverage for vehicles while under the care, custody, or control of the proposed Transdev employees (not employees of the subsidiary).

A: See answer to question #43

49. RFP Page 21, Section A, Item 15: Would BRTA be open to waiving the \$5,000 maximum deductible for comprehensive coverage? This deductible level may not always be attainable for transit organizations, and flexibility in this area would help ensure alignment with standard industry practices and insurance structures minimizing the cost impact to BRTA.

A: The RTA negotiates all contracts for best value. It would depend.

50. RFP Page 21, Section A, Item 15: The RFP states: The Contractor shall hold the BRTA harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The Contractor shall be responsible for dishonest or fraudulent misconduct of its employees.

a. Does this requirement apply to the contractor's employees or to both the contractor's employee and employees of the sub-corporation owned by the contractor?

A: This applies to the contractor's employees and the subcorporation employees

b. Will costs associated with defending alleged violations of personnel practices be a reimbursable operating expense?

A: No

51. Appendix A, BRTA Management Fee Cost Proposal Form: Please confirm that bidders should include a General Manager and an Assistant General Manager in the Management Fee.

A: The contractor's employees structure is up to the proposer. However, the vendor may propose a different structure. An explanation may be contained in your narrative and cost proposal.

52. Appendix A, BRTA Management Fee Cost Proposal Form: Under the current contract, the contractor provides the DriveCam monthly subscription as part of the overall service arrangement. Please clarify whether this requirement is expected to continue under the new contract.

A: The agency is reevaluating all software used for CDA/AVL and monitoring vehicle use. Alternatives may be presented.

53. RFP Page 31, Proposer's Check List - Please confirm if bidders only have to acknowledge the BRTA Procurement Protest Policy or is a signature required?

A: By supplying this form, both the proposer and BRTA will acknowledge that all the relevant forms are supplied, making your proposal responsive.



54. Is BRTA open to alternative pricing proposals whereby contractor would bill the Authority with a turnkey vehicle hour rate, in lieu of a monthly management fee with pass-through operational expenses? Under such a model, hours and total cost would be capped at a not-to-exceed annual amount, shifting risk away from BRTA, making costs predictable, and providing the contractor an incentive to manage service efficiently.

A: No

55. Can BRTA please allow the use of verified e-signatures for this submission?

A: Yes, however, several of the forms require witnesses and notary verifications. Please be sure you select the correct procedure.

56. Can BRTA clarify if Appendix D: BRTA Procurement Protest Procedures must be signed and submitted with proposals, or if it is included for informational purposes only.

A: By signing this form, you acknowledge that you received and understand the procedures.

57. Can BRTA clarify who will provide fuel?

A: Fuel and supplies are purchased through the operating company and their annual budget.

58. Can BRTA clarify if there are existing microtransit services in 17 communities or if this is a pilot project? If there are existing microtransit services, can BRTA provide trips and revenue hours?

A: Microtransit services are in development. A version using the rural senior transit program is underway.

59. Is BRTA solely responsible for operating 413 Regional Coach? Are operations for the 413 Regional Coach included in this contract?

A: The Link413 is cooperative project among three RTA's. BRTA is responsible to operate two routes. Expenses are shared among the partners.

60. Does BRTA have any pain points with the current service that it is seeking to address with this procurement?

A: No, not directly

61. What firm provides BRTA's CAD/AVL system?

A: The current software is Route Match provided by Tripspark

62. For the Cost Evaluation Criteria, will the evaluation be only for the base years, Year 1-3?

A: The cost proposal must contain fees for the three years of the contract with options for years 4 and 5.

63. The employees that are covered under the Teamsters #404 Collective Bargaining Agreement, are they covered by a pension? If so, can you provide information of the pension plan?

A: The union members are covered with a 401K retirement plan. BRTA does not have this information.





64. Can BRTA confirm the current Resident Management Team is only 1 person, the General Manager? If not, what management roles are in the current management fee with the incumbent (sic) vendor.

A: The current vendor provides a General Manager and an Assistant General Manager. The proposer may state the management structure they wish to provide including pricing and narrative for their choice.

65. What is the insurable value on the BRTA equipment th(at) needs to be insured?

A: Buildings \$15,800,000.00; Contents \$1,250,000; Vehicles \$10,000,000

66. For the insurance, the contractor is to provide, is that cost to be included in the Cost Proposal Form or is the insurance cost a cost of the operating company, Berkshire Management Inc?

A: The management fee and details are to be included in the cost proposal. See answer to question #23

67. The cost to be provided on Appendix A, Management Fee Cost Proposal Form, would only be that of the General Manager and Corporate Oversight correct? Who is paying the cost of the operation of the service for Berkshire Transit Management, Inc, like driver payroll, maintenance, and insurance? If the contractor pays, how are those funds reimbursed?

A: Only the management fee and corporate oversight are to be contained in the management fee proposal. The Authority supplies funds for operations and BTM employees.

68. Would the Authority kindly provide the form of contract to which it will expect the successful proposer to agree to? Would the Authority kindly provide that extension terms be exercise(ed) upon mutual consent?

A: The Contract form is to be mutually agreed as well as extensions. If the first selected proposer and the Authority can not reach an agreement the next responsive bidder will be asked if they would like to proceed to negotiations.

69. Would Authority kindly agree to use at least reasonable efforts to secure funding sufficient to fulfill the full term of the contract?

A: Yes, as far as the Authority can to control state and Federal funding.

70. Would Authority kindly agree to permit (the) Contractor to add BRTA, its employees, officers, and Advisory Board as additional insureds under its policies instead of named insureds?

A: Yes, the named insureds are the Authority and its business arms.

71. Would Authority kindly agree to provide at least 60 days' written notice prior to terminating for convenience, in compliance with WARN Act requirements?

A: The Authority and subcorporations with all local, state and Federal regulations.

72. Would Authority kindly provide that Contractor be entitled to a 10-day cure period prior to Authority having the right to terminate for default?

A: Yes, be negotiated with the Authority if needed. The authority expects regular meetings with the corporate arm of the management company to facilitate clear understanding and



communication. Clear understanding of responsibilities will avoid the need for any drastic recourse prior to contract cancellation.

73. Can BRTA provide the prior 12 months of invoices from the current provider?

A: No

74. For insurance that BRTA is providing will the Contractor be named additional insured and will BRTA insurance be primary?

A: The subcorp provides insurance for the operations and facilities. The contractor must provide insurance E&O insurance for their employees and a blanket liability policy for working at BRTA location(s). The Authority is in the process of reviewing all insurances.

75. Does Berkshire Transit Management, Inc. get assigned to a new contractor, or is it owned by an entity other than BRTA?

A: BTM is a subcorporation of TransDev. The new vendor must establish a new subcorporation.

76. How much is the annual costs of service for the existing management fee?

A: The FY26 budget is about \$12M. The details of the budget may be found in the financial reports on the website.

77. Does the management company assume operations for any existing subcorps from incumbent management company? If a proposer decides to set up new subcorps, how does the proposer recoup its costs in setting up new subcorps?

A: The contractor must set-up their own subcorps. The vendor pays for their own costs incurred.

78. Is BRTA willing to indemnify the contractor from pension liability through 3/1/26? Will it provide a statement to that effect? Is BRTA willing to indemnify the contractor from pension liability on an on-going basis and into perpetuity? Will it provide a statement to that effect?

A: The employees of BTM have a 401K retirement plan managed by a separate fiduciary. Union 404 has its own 401K plans managed by the Teamsters Union. The request is unnecessary.

79. Is payroll, benefits, and human resources functions expected to be fully performed by the subcorp and directly billed?

A: These functions are performed by the employees of the subcorp. The expenses for them are included in the funds the Authority provides to the subcorp. The vendor is responsible for oversight of the subcorps employees and managing the budget.

80. Can BRTA please clarify how claims costs, including Auto Liability and Workers Compensation claims, will be handled? Would any expenses that are accrued in estimate of future claims be considered a "Reimbursable Operating Expense" that would be paid to the Contractor by BRTA monthly?

A: All those claims are handled by the subcorps.



81. Could BRTA please confirm that the legal fees, expenses, and costs involved in any claims, damages, or losses would also be covered?

A: All those claims and expenses are handled by the subcorps.

82. Can BRTA confirm they have an insurance policy that covers pension liability? If so, could you please provide details as to what the coverage includes?

A: See answer to question #73

