



**OPERATION AND MANAGEMENT OF PUBLIC  
TRANSIT SERVICES  
(CONTRACT #FY2014-23)**

**REQUEST FOR PROPOSALS**

**NOTE: NON-MANDATORY PRE-PROPOSAL MEETING:  
July 19, 2013 at 3:00 p.m., local time, at Central  
Services Complex Finance Department  
Conference Room, Attendance is Recommended**

**SEALED PROPOSAL DUE DATE**

**July 25, 2013 at 2:00 p.m., Local Time**

**Central Services Complex  
Finance Department Conference Room  
City of Oak Ridge  
100 Woodbury Lane  
P. O. Box 1  
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819  
Fax: (865) 482-8475  
Attn: Lyn Majeski  
Email: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)**

**Dated: July 12, 2013**

**REQUEST FOR PROPOSAL**  
**OPERATION AND MANAGEMENT OF PUBLIC TRANSIT SERVICES**

**SCOPE OF REQUEST**

The City of Oak Ridge is soliciting sealed proposals from interested, qualified vendors for the operation and management of a portion of the public transportation service within the City Limits of Oak Ridge, Tennessee. The current system utilizes four (4) vehicles (three regularly used with one backup), which are accessible by the disabled, to provide curb-to-curb service within the City Limits. A one (1) year contract with nine (9) one-year renewal options is anticipated. The effective date of the new contract will be November 1, 2013.

The successful Respondent will provide management, dispatch, and operation of curb-to-curb transportation service within the City Limits. The successful Respondent will also provide the vehicles for use in the transit system. Service includes "standing order" trips as well as those of a "demand-responsive" nature, with no longer than twenty-four (24) hour advanced telephone notice. The selected Contractor will take requests for service. All residents of the City of Oak Ridge are eligible to ride.

The selected Respondent (Contractor) will be responsible for meeting all requirements as specified in this RFP and the contract including, but not limited to, employee standards and training, vehicle maintenance, safety, on-time performance, accounting, reporting, billing, grant application renewals, and insurance coverage, as well as any and all applicable licensing and other legal requirements.

**NON-MANDATORY PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Friday, July 19, 2013, at 3:00 p.m., local time, in the Finance Department Conference Room of the Oak Ridge Central Services Complex located at 100 Woodbury Lane, Oak Ridge, Tennessee. All prospective Respondents are requested and urged to attend. This meeting is intended to provide Respondents the opportunity to ask questions and/or receive clarification of any requirement contained in this RFP. Please contact Lyn Majeski at (865) 425-1819 if directions are needed.

**PROPOSAL DUE DATE**

All proposals shall be sent in a sealed envelope to the following address:

*By mail:*

Attn: Lyn Majeski  
Finance Department  
City of Oak Ridge  
P.O. Box 1  
Oak Ridge, Tennessee 37831

*By express mail or personal delivery:*

Attn: Lyn Majeski  
Finance Department  
City of Oak Ridge  
100 Woodbury Lane  
Oak Ridge, Tennessee 37830

The outside envelope should be clearly marked in the lower left-hand corner "Transit RFP due by 2:00 p.m., local time, on July 25, 2013." It is the Respondent's responsibility to deliver responses to the exact location specified on or before the time indicated above.

No faxed, emailed or telephoned proposals will be accepted. Late proposals are not accepted.

## **SELECTION PROCESS**

Cost shall be considered, but will not be the sole determining factor. The City will select the Respondent, which, in its opinion, has made the best proposal for the transit program. Contract award is subject to City Council approval.

Evaluation criteria include, but are not limited to, the following:

### *Technical Criteria*

- \* Firm and personnel experience
- \* Firm's financial resources/capacity
- \* Operations approach and organization
- \* Maintenance approach
- \* Provision of spare vehicle and other moveable assets
- \* Provision and adequacy of fixed facilities
- \* Overall organizational structure
- \* Overall technical approach and management
- \* Insurance and contract security requirements/alternatives
- \* Safety and training
- \* Support/consulting services included
- \* Use of subcontractors
- \* Other (e.g., references, etc.)

### *Cost*

- \* Unit cost
- \* Total cost
- \* Value for cost

If needed in order for the City to make a determination, interviews and/or negotiations may be conducted with Respondents.

## **CONTRACT TERM**

The term of any contract arising from this RFP shall be for one (1) year, commencing on November 1, 2013 and ending October 31, 2014. At the City's sole option and subject to grant funding, the contract may be renewed for up to nine (9) additional one-year periods. Upon renewal, the rate will be adjusted to reflect the one hundred percent (100%) of the annual unadjusted Consumer Price Index for all items for all urban consumers for the month of August.

## **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn upon written or telegraphic request received from Respondents *prior to* the submittal deadline.

## **REJECTION OF PROPOSALS**

The City reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in the City's judgment, such award and/or rejection is in the best interest of the City of Oak Ridge.

## **QUESTIONS – DISCREPANCIES AND CLARIFICATIONS**

For questions, discrepancies in or omission from this RFP Package, or should the Respondent be in doubt as to meaning, please contact Lyn Majeski by email at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov). Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to known respondents. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. Only questions submitted prior to or at the pre-proposal meeting are assured a response.

## **COMPLIANCE WITH ALL LAWS, ORDINANCES, STATUTES AND REGULATIONS**

All federal, state, county and local laws, ordinances, statutes and regulations shall be complied with.

## **ANTI-DISCRIMINATION**

Upon award of the contract, the Contractor must agree to not discriminate against any person because of race, color, creed, national origin, age, sex, sexual orientation, religion, disability or any other legally protected status in performance of the work or service of this project. The City of Oak Ridge encourages the utilization of minority- and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform any of its vendors and subcontractors that are used in conjunction with this project of this provision and shall ensure compliance therewith.

## **INSURANCE**

Upon award of the contract, the contractor shall at all times during the contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance and submit the required certificates of insurance. The City shall be named as an additional insured on the policy(ies).

## **COLLUSION**

By responding, the Respondent implicitly states that the proposal is not made in connection with any competing Respondent submitting a separate response, and is in all respects fair and without collusion or fraud. It is further implied that the Respondent did not directly or indirectly induce any Respondent to submit a false or sham proposal or to refrain from participating in this process.

## **CITY OFFICERS AND EMPLOYEES NOT TO HAVE CONFLICT OF INTEREST**

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has a conflict of interest.

**NOTE:** The City's Project Manager for this project is the Community Development Specialist and this person will be the contractor's point of contact once a contract is in place. However, the Community Development Specialist is not to be contacted regarding the RFP. All questions must go to Lyn Majeski as noted above.

## **BACKGROUND – EXISTING SERVICE**

The public transit service that presently exists within Oak Ridge is briefly outlined as follows:

The first public transit service for the City of Oak Ridge is the Oak Ridge Transportation Coupon Program. Initially established in December of 1974 to assist residents 55 years of age or older, the Oak Ridge Transportation Coupon Program was restructured in 1987 to also provide assistance for the disabled. Participants purchase a taxi fare coupon at a reduced cost, with the City contributing an amount toward for each validated coupon. A small portion of the cost is absorbed by the taxi company.

The second public transit service for the City of Oak Ridge is a demand responsive system. The East Tennessee Human Resources Agency (ETHRA) began operating this public transit service for the City of Oak Ridge in April 1993. The program currently uses four (4) City-owned para-transit vans each equipped with wheelchair lifts, with one (1) van used as a backup vehicle. It is the City's intention to retire these vehicles at the end of the current contract term, with the vehicles under the new contract being provided by the transit provider.

It is estimated that 450 to 500 passenger trips are made per month. Riders call at least forty-eight (48) hours in advance to be picked up and taken to their destination at a current cost of \$1.50 for each one-way trip. Any City of Oak Ridge resident is eligible to ride.

## **EXPECTATIONS – SCOPE OF WORK**

### Service Hours

Service will be provided from 8:00 a.m. to 5:00 p.m., with the first reservation normally being no earlier than 8:15 a.m. and the last daily reservation usually being no later than 4:30 p.m. The City will also reserve the right to change the hours of service upon thirty (30) days written notice.

Respondents are to indicate a cost per service hour for provision of service five (5) days a week, either five (5) weekdays or four (4) weekdays and Saturday. Respondents are also to indicate a cost per service hour for provision of service for a sixth day (i.e. Saturday) and for provision of service for a seventh day (i.e. Sunday).

Holidays with no service provided are New Year's Day, Independence Day, Thanksgiving, and Christmas. Respondents shall list in their proposal the holidays on which no service will be provided, if different from those listed above. The selected Respondent will provide service during at least ninety percent (90%) of the scheduled service hours, as determined from information provided in the monthly report. Provision of service shall be defined as having an operable City-approved vehicle available for service.

### Service

The City may reduce the amount of service to be rendered if, in the City's determination, the monthly ridership does not warrant operation of all vehicles during all service hours. In such instance, the City will provide thirty (30) days advanced notification to the Contractor. If inactive, the vehicle shall be used as a spare for use during maintenance and repair of the other vehicle.

### On-Time Performance

Trips will be considered "on-time" as long as they are served within a window of ten (10) minutes deviation from the scheduled pick-up and drop-off times. The Contractor is required to meet these guidelines, in conjunction with in-vehicle time requirements. The Contractor will provide a minimum of seventy-five percent (75%) on-time trips. The percentage of on-time trips will be determined by comparing the scheduled times with the actual times as listed on the driver log.

### In-Vehicle Time

Except in cases of extremely distant start and end points, passengers shall not spend more than thirty (30) minutes in a vehicle. The Contractor will provide a minimum of ninety percent (90%) of trips under thirty (30) minutes duration.

The percentage of under thirty (30) minute trips will be determined from the in-vehicle time as listed on the driver log.

### Dispatching/Office Staff

Personnel with dispatch capabilities and equipment will staff the Contractor's office during all service hours.

### Reservations

Since this service will be available to all Oak Ridge residents, the Contractor is not required to certify users. The Contractor can expect to be notified in advance of any changes to standing trips. In general, the Contractor will accept reservations 24 hours in advance for demand-response trips. The Contractor will make every effort to meet the request for all reservations on a first call/first serve basis.

### Service Area

The service area consists of the City Limits of the City of Oak Ridge, Tennessee.

### Fares

The fare rates shall be established by the City on an annual basis. The Contractor shall collect the fare, and the monthly invoice for service provided will be reduced by the total dollar value of fares which should have been collected. The Contractor will provide a secure and accurate method of collecting fares and accounting for same.

The Contractor is also required to make change for riders without the exact fare. The City shall give the Contractor at least a 15-day notice of a change in the fare rates to be collected. The Contractor and its employees are prohibited from soliciting or accepting any gratuity or gifts of any kind.

### Escorts

The Contractor will not supply escorts but must allow a passenger to have an escort. The City will provide guidelines for determining if an individual is eligible to be accompanied by an escort at no additional charge. Riders requiring an escort will be transported only when accompanied by an escort.

### Personnel

The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, and all other applicable laws.

The City shall have the right to demand immediate removal from the project, for reasonable cause, any personnel furnished by the Contractor.

The Contractor shall not, absent prior written notice to the City, remove or re-assign the key management personnel identified in its proposal (e.g. Project Manager) at any time prior to or after execution of the contract. The Contractor shall obtain the City's written consent prior to entering any subcontract affecting the service.

1. Project Manager

The Contractor shall designate a Project Manager who shall oversee the day-to-day operation of the service. Due to the Project Manager's critical role, the City prefers that this person be identified, that a detailed résumé be furnished in the Respondent's response to this RFP, and that this person be available to be interviewed by the proposal evaluation team. If the Respondent has not selected a proposed Project Manager, résumés of likely candidates should be submitted (the City may give higher evaluation ratings to Respondents proposing a specific, named Project Manager for this work over those submitting several candidates or none). The Respondent should also submit a résumé of the corporate manager proposed for this project.

2. Office Staff

The Contractor shall supply a sufficient number of employees to provide the services required. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood. During all times when vehicles are on the road for this program, the Contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones.

3. Drivers

The Contractor shall supply a sufficient number of properly qualified personnel to operate the vehicle(s) and to provide the services required. Each of the Contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contacts with the public. Driver identification must be prominently displayed in the vehicle at all times while in service in such a manner as to be visible to riders.

All drivers must possess a valid driver's license issued by the Tennessee Department of Safety for operation of the class of vehicle(s) provided for the transit system and be at least twenty-one (21) years of age. A written record from the State Motor Vehicles Department must be submitted annually to the City for each driver. Under no condition will an applicant be accepted as a driver for this program if he/she has been convicted of a felony, convicted of a drug or alcohol or sex offense, or convicted of any offense involving dishonesty.

Drivers should also meet the following minimum criteria:

- No moving violations during the last three (3) years prior to application for this program;
- If license has ever been suspended, applicant must have three (3) full subsequent years with no violations; and
- If license has ever been revoked, must have five (5) subsequent years while under license with no violations.

The City recommends that all drivers receive the following initial training prior to participation in this program:

- Behind the wheel (defensive driving) training;
- Sensitivity training;
- First aid training; and

- Other training such as cardiopulmonary resuscitation (CPR) and geographic familiarity.

Refresher training is recommended for all drivers on an annual basis or as required for continued certification.

All costs associated with employee training will be the responsibility of the Contractor. The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver.

Drivers will be required to maintain vehicle logs for each day of service. Logs will include such items as the number of riders, scheduled and actual pick-up and drop-off times, addresses, mileage, vehicle utilized, no-shows, fares collected, and other pertinent information as indicated on a form approved by the City.

The Contractor shall follow the City's policy for pre-employment, random, and suspicion based drug and alcohol screenings. Additionally, the Contractor shall follow the City's policy on drug and alcohol testing when drivers are involved in an accident.

### Vehicles

The Contractor must provide at least three (3) vehicles that are wheelchair lift equipped for use in the transit system. All vehicles used in the transit program must be smoke-free, clean, and in good repair. For passenger comfort, the heating and air-conditioning units for each vehicle must be kept in proper working order.

### Inspections

The Contractor shall keep all vehicles inspected as required by law. The Contractor must comply with all state and local vehicle permitting and regulatory requirements.

### Safety

The Contractor shall perform daily safety inspections of each vehicle prior to beginning each day's service. A vehicle failing the daily inspection will not be used in service until the reason for failure is corrected.

The City reserves the right to ensure that vehicles are being inspected and maintained properly and are in safe operating condition. If a vehicle fails inspection, it will be barred from service until the problem(s) are corrected. The City may inspect vehicles at any reasonable time and may bar a vehicle from service until problems are corrected.

### Maintenance

The Contractor shall, at its expense, maintain all vehicles used for this program at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where different standards exist, the Contractor shall be required to maintain vehicles in accordance with the stricter standards. Vehicles will be cleaned inside and out daily. Service records must be kept for all vehicles and must be available for City inspection during normal office hours. Respondents shall describe how and where vehicles will be maintained, and any maintenance system or procedures that will be utilized.

### Damage

All physical damage to vehicles shall be repaired within sixty (60) days of occurrence in a high quality manner, regardless of cause.

## Insurance

The Contractor shall be required to carry insurance (and furnish proof thereof) to the following minimal limits: \$1,000,000 aggregate coverage and \$500,000 per occurrence. The Respondent must submit proof of insurability to the designated limits as part of the proposal package and disclose deductibles and self-insured retainers. The Respondent shall also identify its insurance agent(s) and underwriting company(s).

The City shall be named as additional insured. All accidents involving personal injury or property damage over \$500.00 must be immediately reported to the City. All other accidents and/or moving violations shall be reported to the City within twelve (12) hours of occurrence.

Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City shall have received written notice of such cancellation or reduction."

The Contractor will provide the City documentation proving insurance coverage, in a form approved by the City, within ten (10) days of notice of contract award or thirty (30) days before commencing transportation services, whichever occurs first.

## Facilities

The Contractor shall provide suitable maintenance and storage facilities with which to operate the service. All furnishings, equipment and supplies are the responsibility of the Contractor.

The Respondent shall identify maintenance and storage facilities, and describe their operational viability. Respondents who have not selected a facility to be used for this program should submit candidate sites being considered.

## Billing

The Contractor shall submit a detailed invoice to the City on a monthly basis, unless an alternate schedule is mutually agreed upon. The Contractor's bill shall be based upon the number of hours service was provided during the preceding month. Contingent upon preliminary verification of the invoice, the City will pay the Contractor within twenty (20) days from the date of submission. The City may, at any time, conduct an audit of any and/or all records kept by the Contractor for this service. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. The City may withhold payment for services, which fail to meet service specifications or are otherwise questionable.

## Records and Reports

The Contractor will be responsible for properly maintaining separate accounts and records for this service as deemed necessary by the City. The following are the types of information, which the City will require the Contractor to keep.

### Trip-by-Trip Records

- \* Daily driver log

### Monthly Report (to be submitted with monthly invoice)

- \* Number of service hours scheduled
- \* Number of hours during which service was provided
- \* Passenger count
- \* Odometer reading for each vehicle
- \* Service and maintenance activities
- \* Condition of each vehicle

- \* Percentage of on-time performance
- \* Percentage of in-vehicle passenger trips under 30 minutes

#### Quarterly Management Report

- \* Number of passengers served and one-way trips
- \* Hours available for service
- \* Service hours by vehicle and vehicle miles
- \* Complete explanation of all accidents, complaints, incidents, and unusual events
- \* Existing and anticipated problems, with recommendations for resolution

#### Maintenance Records

- \* Vehicle number, date, type of service, etc.

#### TDOT Applications and Reports

- \* Submitted as required in a timely manner

### Costing

Respondents are required to submit a Cost Proposal (see attached form). The proposal shall be based on cost per vehicle per service hour provided. The Contractor is responsible for choosing the best combination of riders on each vehicle trip and the shortest distance/time combinations for each trip to maximize the efficiency of the service.

### Safety

The Contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguisher and appropriate first aid kits.

### Fuels and Materials

All fuel, lubricants, parts, materials, servicing, etc. required for the performance of this contract shall be supplied by the Contractor except where otherwise noted in this RFP.

### Other Assistance

The Contractor will assist and advise the City in managing the transportation services including, but not limited to: safety; accident investigation; agency liaison; general administration; and cost allocation. The Respondent will fully describe the services encompassed in its bid and other services available at extra cost.

### Vehicle Markings

All vehicle markings shall be approved by the City. No advertisement visible from the exterior of the vehicles (e.g. displays, bumper stickers, etc.) shall be permitted, without the express written advance consent of the City.

### Records

The City, the State, and USDOT, or their designee (s) may at any time perform audits of the financial books, records, and accounts of the Contractor. The Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five (5) years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

## Meetings

The City plans to hold meetings as needed for the purpose of discussing service problems and proposed solutions and to maintain open and frequent communications. Unless otherwise notified, the project manager or other employee with decision-making authority will be required to attend all meetings.

## **SUBMISSION OF PROPOSAL**

Proposals shall be submitted with the original attached forms. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Before completing proposal, Respondents should read the "Conditions for Responding" section of the RFP.

Along with the attached submittal package, Respondent must submit:

- A statement from a reputable insurance agent of insurability to the limits stated on the Respondent's Cost Proposal; and
- A brief cover letter, signed by an officer of the responding organization., stating that the information contained in the submission is accurate and complete as of the date of submission and indicates how much time Respondent would require from notification of award to start-up.

## **CONDITIONS FOR RESPONDING**

1. Scope. The following terms and conditions shall prevail unless otherwise modified by the City within this RFP. The City reserves the right to reject any proposal, which takes exception to these terms on conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized respondent and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Respondent.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public as provided by state law.
4. Accuracy of proposal: It is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.
5. Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to all known Respondents not less than three (3) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal. Oral instructions, clarifications, and additional information supplied by the City representatives are not binding.
6. Late Proposals and modification or withdrawals: Proposals received after the designated deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. Modifications must be submitted in writing and received prior to the proposal opening. Withdrawn proposals may be by written or telegraphic request prior to the proposal opening.

7. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the Bidder for ninety (90) calendar days after the proposal opening.
8. Safety: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
9. Disclaimer of liability: The City will not hold harmless or indemnify any Contractor for any liability whatsoever.
10. Hold Harmless: The Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application of any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any other applicable statute, ordinance, administrative order, rule of regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
11. Law governing: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Tennessee and applicable federal laws.
12. Anti-discrimination clause: No Respondent to this request shall in any way, directly or indirectly, discriminate against any person because of race, color, creed, national origin, age, sex, sexual orientation, religion, disability or any other legally protected status.
13. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.
14. Responsible companies: Nothing herein is intended to exclude any responsible company or in any way restrain or restrict competition. On the contrary, all responsible companies are encouraged to submit proposals.
15. Cancellation on contract:
  - (A) The City reserves the right to cancel any contract resulting from this procurement for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City. Cancellation with documented cause shall include forfeiture of all or part of any contract security mechanism (withholding, performance bond, etc.) which equals the damage created by failure to complete the contract.
  - (B) The City may terminate any contract resulting from this procurement, in whole or part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any

termination, the City shall pay the agreed rate only for services delivered up to the date of termination. The City has no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to the City within, ten (10) days of the date of termination.

16. Subletting of contract: The contract derived from this RFP shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of the Contractor's liability and obligation under this contract, and all transactions with the City must be through the City Manager or the City Manager's authorized designee.
17. Assignment/transfer of interests: There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of the Contractor under the contract derived from this RFP without the prior written approval of the City.
18. Licenses, permits, and taxes: The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.
19. Regulatory requirements: The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.
20. Equal opportunity: The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended.
21. Responsible firms: Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
22. City reserves right: The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of the proposals. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposed system.
23. Lack of funds clause: The City may cancel or reduce the amount of service to be rendered if such action is, in the City's determination, in the City's best interests, or there is a lack of funding available for the service. In such instance, the City will provide thirty (30) days advanced notification to the Contractor.
24. Severability: In the event any provision of the contract is declared or determined to be unlawful, invalid, or unconstitutional, such -declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.
25. Conservation: The selected Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).
26. Environmental Violations: For all contract and subcontracts in excess of \$100,000, the selected Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h) Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental

Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The selected Contractor shall report violations to UMTA and to the UA EPA Assistant Administrator for Enforcement (EN0329).

27. Interest of Members of or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising therefrom.
28. Cargo Preference: 46 U.S.C. 1241 (b) (1) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to the contract arising from this procurement.
29. Publication, Reproduction, and Use of Material: No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. The City and UMTA shall have authority to publish disclose, distribute and otherwise use, in whole or in part, any custom material prepared under the contract.
30. Debarred, Suspended, or Ineligible Contractors: The Respondent certifies by submission of a response to this RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local department or agency.
31. Independent Price Determination: The Respondent certifies by submission of a response to this RFP that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other Bidder, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other Respondent, or to secure any advantage against the City or any person interested in the proposed contract.
32. Lobbying Restrictions: The Respondent certifies by submission of a proposal that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Bidder shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Respondent shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

1. GENERAL INFORMATION AND QUALIFICATIONS

1.1 Identification of Respondent

Name of Organization: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ ( ) \_\_\_\_\_

1.2 Name and Title of Individual to Contact for Further Information:

\_\_\_\_\_

1.3 Legal Status of Organization: (Check one)

- For-profit corporation or joint venture corporation
- For-profit partnership or sole proprietorship
- Non-profit corporation
- Public agency
- Other (identify) \_\_\_\_\_

1.4 Description of Organization

Provide a brief description of the major business functions, history, and organizational structure of the Respondent organization. Attach and label it "1.4 - Description of Respondent Organization."

1.5 Credit References

Attach names, addresses, phone numbers and relation to Respondent of at least three (3) credit references including Respondent's bank. Label the attachment "1.5 – Credit References."

1.6 Has Respondent, or any officer or partner of Respondent, failed to complete a contract?

Yes \_\_\_ No \_\_\_

If yes, give details on separate sheet labeled "1.6 -Failure to Complete Contract."

1.7 Managers for this contract

Project Manager: \_\_\_\_\_ Phone \_\_\_\_\_

Corporate Manager: \_\_\_\_\_ Phone \_\_\_\_\_

Anticipated portion of time Project Manager will devote to this project \_\_\_\_\_ %

Anticipated portion of time Corporate Manager will devote to this project \_\_\_\_\_ %

Attach resumes of project and corporate managers and three (3) references. Label these attachments "1.7 - Managers Resumes." If selection of a project manager has not been made, attach resumes of candidates being considered and label "1.7 - Candidate Managers."

1.8 Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three (3) references for each proposed subcontractor and consultant. Label these attachments "1.8 – Proposed Subcontractors and Consultants."

1.9 Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8 (a) rules.

Check the appropriate status of Respondent's business:

DBE \_\_\_\_\_ Small Business \_\_\_\_\_ Neither \_\_\_\_\_

Attach DBE and Small Business certification documents, if applicable. Attachments should be labeled "1.9 - DBE Status."

1.10 Is any litigation pending against Respondent or any officer or partner of Respondent's organization?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give details below.

1.11 Service References

On the following pages, please tell us about up to three (3) similar contracts which the Respondent organization has provided service under.

SERVICE REFERENCE # \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ ( ) \_\_\_\_\_

Length of Service: from \_\_\_\_\_ to \_\_\_\_\_

Please describe the services respondent provided to this organization by checking as many of the following as apply:

Transit Operations Services

\_\_\_\_\_ Fixed Route  
\_\_\_\_\_ Demand Responsive (Paratransit)  
\_\_\_\_\_ Other (describe) \_\_\_\_\_

\_\_\_\_\_ Charter  
\_\_\_\_\_ Daily School Bus Service

Maintenance Services

\_\_\_\_\_ Heavy Repair  
\_\_\_\_\_ Light Repair  
\_\_\_\_\_ Preventive Maintenance  
\_\_\_\_\_ Painting  
\_\_\_\_\_ Body Work

\_\_\_\_\_ Upholstery  
\_\_\_\_\_ Servicing/cleaning  
\_\_\_\_\_ Road call  
\_\_\_\_\_ Towing  
\_\_\_\_\_ Communication Equipment Repair

Service Features

\_\_\_\_\_ Vehicles  
\_\_\_\_\_ Drivers  
\_\_\_\_\_ Road Supervision  
\_\_\_\_\_ Dispatching  
\_\_\_\_\_ Mechanics  
\_\_\_\_\_ Fuel

\_\_\_\_\_ Parts  
\_\_\_\_\_ Tires  
\_\_\_\_\_ Facilities  
\_\_\_\_\_ Scheduling  
\_\_\_\_\_ Telephone Information Services

Average number of miles operated per weekday: \_\_\_\_\_

Days of operation: \_\_\_\_\_

Hours of operation: \_\_\_\_\_

Average number of vehicles operated per weekday: \_\_\_\_\_

Type of vehicles operated: \_\_\_\_\_

Types of users (general public, disabled, etc.): \_\_\_\_\_

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference # \_\_\_\_."

## 2. MAINTENANCE PROGRAM

Please describe Respondent's current vehicle preventive and corrective maintenance programs (if Respondent performs own maintenance) and the programs proposed for this contract. If Respondent does not perform vehicle maintenance and/or plans to subcontract part or all maintenance work, please indicate intentions. Also describe the program Respondent will follow for inspection and cleaning of vehicles.

### 3. DRIVER STANDARDS

Please describe Respondent's current hiring standards and training and safety programs for drivers. If Respondent does not have such standards or programs, please describe the program planned for hiring, training and safety under this contract. Also, include the names of organizations to be utilized in the sensitivity and defensive training portions (the City may give higher ratings to Respondents having current training and safety programs over those with planned programs).

#### 4. FACILITIES

Please provide address(es) and physical description(s) of facility(ies) Respondent plans to utilize for provision of this service. Include administrative and maintenance facilities owned, leased, or subcontracted for this project. Respondents which have not selected a facility to be used for this program should submit candidate sites being considered (the City may give higher ratings to Respondents proposing the facility for this work over those submitting several candidates or none).

## 5. SERVICE DESCRIPTION

Please use this section to provide a detailed description of how Respondent plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Respondent proposes to exceed should be described. The description should include, but by no means be limited to, Respondent's plan for scheduling and dispatch, administration, management and support, use of radios/phones, etc.

## 6. IMPLEMENTATION AND MANAGEMENT PLAN

Describe Respondent's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

## 7. SAFETY POLICY AND EMERGENCY PROCEDURES

In this section, the Respondent should state the company policy on safety and also describe procedures for handling emergency situations.

## 8. PRICE BID AND COSTING INFORMATION

Based upon the service requirements as detailed in this RFP, and any minimum requirements Respondent plans to exceed (as described on earlier forms), please complete the Cost Proposal form. The Proposal prices must include any start-up costs. If a line item is not applicable, answer "N/A" in the appropriate space.

COST PROPOSAL

<u>Category</u>	<u>Annual Cost</u>
Wages and Fringe Benefits	_____
Other Administrative Costs (office supplies & equipment, etc.)	_____
Transportation (maintenance, supplies, etc.)	_____
Fuel	_____
Insurance (Aggregate Coverage \$_____) (Per Occurrence Coverage \$_____)	_____
Facility Costs (rent/depreciation, utilities, etc.)	_____
Other	_____
<b>COST PER VEHICLE PER SERVICE HOUR (5 DAYS PER WEEK)</b>	_____

Use the following methodology to determine the amount of Bid guarantee to be submitted:

Cost/Vehicle/Service Hour (5 Days/Week)	\$ _____
Estimated Service Hours/Year	x 1950
Estimated Cost/Vehicle/Year	\$ _____
Number of Vehicles	x 4
Estimated Cost/ Year	\$ _____

COST PER VEHICLE PER SERVICE HOUR FOR SATURDAY SERVICE (IF DIFFERENT) \_\_\_\_\_

COST PER VEHICLE PER SERVICE HOUR FOR SUNDAY SERVICE (IF DIFFERENT) \_\_\_\_\_

The undersigned certifies that he/she is authorized by Respondent to make the preceding proposal and bind Respondent accordingly

Respondent \_\_\_\_\_

Person Completing Bid \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Tax ID # or S.S. # \_\_\_\_\_

9. OPTIONAL SERVICES

Please describe below any optional services Respondent could or would like to provide. Use one Optional Services form for each optional service offered. Complete the bid portion of the form indicating the new costs per service hour.

Cost per Vehicle per Service Hour (5 days per week) \_\_\_\_\_

Cost per Vehicle per Service Hour for Saturday Service \_\_\_\_\_

Cost per Vehicle per Service Hour for Sunday Service \_\_\_\_\_