



Central County Transportation Authority
Purchasing Division
 241 W. South Street
 Kalamazoo, MI 49007
 Phone: 269.337.8020
 www.kmetro.com

VIRTUAL PRE-PROPOSAL MEETING
Tuesday, October 31, 2023 at 2:00 p.m. Local Time (ET) via Zoom Webinar
Register in advance:
https://us06web.zoom.us/webinar/register/WN_FAkeyEsBRS-cuU2QinpAGQ

REQUEST FOR PROPOSALS (RFP)

The Central County Transportation Authority (also referred to as CCTA in the document and Metro in the Scope of Work section) is soliciting sealed proposals for:

PROJECT: Microtransit Service Pilot **Proposal Reference #:** 96217-010.0
RFP ISSUE DATE: October 23, 2023 **Number of Copies Required: Four (4)**
 (plus, one flash drive electronic copy)

PROPOSAL DUE/OPENING DATE: November 21, 2023 at 3:00 p.m. Local Time (ET)
Electronic Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:
 Purchasing Division
 241 W. South Street
 Kalamazoo, MI 49007

Questions about this RFP should be directed to:
 Sean McBride, CCTA Executive Director
at (269) 337-8088 or mcbrides@kmetro.com

Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposal with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the City and the successful proposer when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE #</u>	<u>SECTION</u>	<u>PAGE #</u>	
I	Instructions to Proposers	1 – 2	VI Special Provisions	32
II	Proposal & Award Signature Page	3 – 12	VII Indemnity & Insurance	33 – 34
III	Scope of Work & Spec. Cond.	13 – 24	VIII Terms & Conditions	35 – 39
IV	Content of Proposal	25 – 28	<u>APPENDICES</u>	
V	Evaluation	29 – 31	A - Non-Discrimination	

STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the CCTA wishes to keep its proposers list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed, and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked SEALED PROPOSAL and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing, **at least 10 business days before the proposal opening** and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter or fax received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the proposal.
5. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least ninety (90) days after proposal opening.
6. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of Central County Transportation Authority, result in rejection of the alternate proposal.
7. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: CCTA reserves the right to consider bids that have been determined by the CCTA to be received late due to mishandling by the CCTA after receipt of the proposal and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

9. **PROPOSAL SUBMITTAL**- Proposers can submit sealed proposals in one of the following ways:

9.1. **Mail your proposal**, to be received before the proposal due date and time indicated in the RFP document, to the CCTA/City of Kalamazoo at the following address:

CCTA/City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

9.2. **Deliver your proposal to City Hall In-Person** before the proposal due date and time indicated in the RFP document.

9.3. **Deliver your proposal to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the proposal due date and time indicated in the RFP document.



1. Open drop box located at City Hall.

2. Insert SEALED PROPOSAL here.



10. **PROPOSALS SUBMITTED LIST**- The Purchasing Division makes an effort to post the list of submitted proposals to the City of Kalamazoo website within 24 hours after the proposal due date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the list may extend beyond the 24-hour window.

**SECTION II
PROPOSAL AND AWARD**

The undersigned, having become familiar with and understanding all of the RFP/contract documents incorporated herein, agrees to provide microtransit services for CCTA as specified herein:

MICROTRANSIT SERVICE PILOT

A price proposal shall be submitted in a separate sealed envelope marked “**Price Proposal**”. **The pricing in the sealed envelope shall be the only listed pricing in the proposal.** This Price Proposal shall only be opened by Metro personnel after the scoring of other evaluation criteria has been completed. **See Section III, 15. Compensation for details regarding pricing to include in Price Proposal.**

All prices and fees must be in U.S. dollars.

Price stated shall be firm for the full term of this Contract.

Company Contact for Daily Contract Issues

NAME: _____ TITLE: _____

PHONE: _____

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the proposal as non-responsive.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law.

Signed: _____ Name: _____

Title: _____

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You are not required to submit answers on this form and additional information (brochures, illustrations, etc.) will be used in determining qualifications. If not using this form, please follow its format. If additional space is required for responses, please use additional sheets.

1. Firm name: _____

2. Years in transportation-related business: _____

3. Home office business address and telephone number:

4. Branch offices, if any: _____

5. Key personnel of firm:

Name and Title	Specialty	Years Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Has your firm provided the type of transportation services described herein within the past five (5) years?

Yes _____ No _____

If yes, list clients/projects:

7. List three (3) references for transportation services similar to the proposed project provided within the last five (5) years.

7.1. Client _____
Address/Location _____
Contact Name/Phone: _____

7.2. Client _____
Address/Location _____
Contact Name/Phone: _____

7.3. Client _____
Address/Location _____
Contact Name/Phone: _____

8. Does your firm have the capability of performing the services described?

Yes _____ No _____

If yes, explain in detail your capabilities; also, indicate the number of staff you may utilize in this project and if special training has been given to staff in this field of work or related fields.

9. Would your firm be willing to submit verification of financial resources if requested?

Yes _____ No _____

10. Describe any deviation which you propose from this RFP document.

I hereby certify that all of the information provided is true and accurate to the best of my knowledge.

SIGNED: _____ DATE: _____

NAME
PRINTED: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

Proposer's Form

(Please return this form with your proposal submission.)

FIRM: _____

ADDRESS: _____

CITY: _____ STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

WEBSITE: _____

Years in Business: _____

Number of Employees: _____

Annual Gross Receipts of your firm:

- under \$150,000
- \$150,001 to \$300,000
- \$300,001 to \$500,000
- \$500,001 and up

Special Status:

- DBE
- Small Business

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available, please fill out sections 1 thru 5. If no subcontractor opportunities available, fill out section 6.

SIGNATURES ARE REQUIRED.
DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____

Address: _____

2. Dollar amount awarded: _____

3. Description of work to be performed: _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

_____, is committed to utilize the DBE Contractor in the manner and
(Name of Contractor)
amount described on this form.

Dated

Authorized Signature

5. DBE'S COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to perform the work as described
(Name of subcontractor/supplier)
above for the amount specified.

Dated

Authorized Signature

6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE.

_____, has no subcontractor opportunities available for work to be
(Name of subcontractor/supplier)
performed.

Dated

Authorized Signature

DBE PARTICIPATION FORM

Instruction Diagram

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____

Address: _____
_____ Sub contractor name and address _____

2. Dollar amount awarded: _____ Amount awarded to subcontractor

3. Description of work to be performed: _____
_____ Work description. _____

4. CONTRACTOR’S COMMITMENT TO USE DBE FIRM Prime Contractor fills out.
_____, is committed to utilize the DBE Contractor in the manner and
(Name of Contractor)
amount described on this form.

_____ **Dated** _____ **Authorized Signature**

5. DBE’S COMMITMENT TO PARTICIPATE Subcontractor fills out.
_____, as a DBE firm, is committed to perform the work as described
(Name of subcontractor/supplier)
above for the amount specified.

_____ **Dated** _____ **Authorized Signature**

6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE. Prime Contractor fills out.
_____, has no subcontractor opportunities available for work to be
(Name of subcontractor/supplier)
performed.

_____ **Dated** _____ **Authorized Signature**

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The Contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform the Federal Transit Administration (FTA). Should the Contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

Signature of Authorized Individual

Title

The certification must be attached and returned with any proposal equal to or exceeding \$25,000.

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA’s website, www.fta.dot.gov and www.kmetro.org/about-metro/purchasing-info

_____ acknowledges receipt of the Contract Clauses available
(Vendor Name)

at www.kmetro.org/about-metro/purchasing-info and certifies compliance with all federal requirements for items and services being purchased by the Metro.

VENDOR REPRESENTATIVE, TITLE

SIGNATURE (Vendor Representative)

Date

I hereby state that all the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the Central County Transportation Authority. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the Central County Transportation Authority that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the Central County Transportation Authority for purchase orders, payment, and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your proposal. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: _____ NAME: _____

(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS:

(Street address) (City) (State) (Zip)

PHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

FOR CCTA USE ONLY - DO NOT WRITE BELOW

SECTION III SCOPE OF WORK & SPECIAL CONDITIONS

1. INTRODUCTION

The Central County Transportation Authority, herein after “Metro” seeks proposals from qualified firms to design and operate microtransit services in Kalamazoo County, Michigan. A turnkey solution is desired, and proposals should include provisions for necessary software application/platform, vehicles, drivers, customer service and other elements more fully described in the Scope of Work.

2. OBJECTIVES

Metro’s goal is to provide multiple levels of public transit service for Metro customers and to understand how microtransit services should be included in Metro’s overall long-range service plans. To assist in this decision-making Metro needs to understand how microtransit improves mobility for the community, provides enhanced customer experience, comingles with existing service lines, and meets near-term and long-term operational and economic requirements.

3. BACKGROUND

Metro conducted a Comprehensive Operational Analysis (COA) study that was performed by Foursquare ITP and AECOM and completed early in 2023. One of the significant recommendations from the COA was to implement a microtransit program. **The COA can be viewed at www.kmetro.com/coa.** Microtransit could provide service to areas within the Metro service area that are lower-density and have no or low-productive fixed-route bus service.

4. EXISTING TRANSPORTATION SERVICES

Metro provides both fixed-route and demand response public transportation services in Kalamazoo County, Michigan. Metro fixed-route bus service operates within the County’s urbanized area, including the municipalities of Comstock Township, City of Kalamazoo, Kalamazoo Township, Oshtemo Township, City of Parchment, and City of Portage. Metro’s on-demand services include Metro Connect and Metro Share which serve all of Kalamazoo County and provide transportation to the Battle Creek Veteran’s Administration Hospital in neighboring Calhoun County.

4.1. Fixed-Route

Metro operates 21 fixed routes, serving 720 stops throughout the urban service area. Please see the website or COA for additional information.

4.2. Metro Connect

Metro Connect is a shared ride origin-to-destination transit service available Monday through Friday from 6 a.m. to 12:15 a.m., Saturday from 6 a.m. to 10:15 p.m., and Sunday from 8 a.m. to 6 p.m. The service is operated, under contract, by First Student.

Metro Connect offers curb-to-curb transportation on a shared ride basis throughout Kalamazoo County and to the Battle Creek Veteran’s Administration Hospital in neighboring Calhoun County. Additional out-of-county connections are available to Van Buren Transit, St. Joseph Transit, and Allegan County Transit. Service is available for all residents of Kalamazoo County. Discounts are available for seniors 62 years of age or older and individuals certified with a disability by a physician or caseworker. Riders are mainly

seniors and individuals with a disability with trips primarily in the urbanized areas of Kalamazoo County, with approximately four percent serving rural areas.

4.4. Metro Connect Access (ADA Paratransit Service)

Metro has provided ADA paratransit service in keeping with 49 CFR Part 37, which outlines Federal regulations regarding transportation services for individuals with disabilities, since July 1994. Metro Connect Access is only for individuals with a disability who are not able to use the fixed-route bus service some or all of the time due to their disability, and only provides trips within three-quarters of a mile from Metro fixed-route service. Individuals must fill out an application and be certified as ADA paratransit eligible to use Access service. All certifications are completed by Metro.

5. **PROCUREMENT SCHEDULE**

The following dates are set forth for informational and planning purposes; however, Metro reserves the right to change the dates.

RFP Schedule	
RFP Release Date	October 23, 2023
Pre-Proposal Meeting (Virtual via Zoom)	October 31, 2023 at 2:00 p.m. (ET)
Last day for Questions Due	November 6, 2023 at 5:00 p.m. (ET)
Release of Addendum (if necessary)	November 13, 2023
Proposals Due	November 21, 2023 at 3:00 p.m. (ET)
Short List Determined	December 8, 2023
Interviews	December 18-22, 2023
CCTA/KCTA Board Consideration	January 8, 2024
Desired Contract Start Date	January 2024
Desired Service Start Date	April 2024

6. **SCOPE OF WORK**

Metro would like proposers to draw on their experience and sense of creativity to provide detailed proposals for how they would provide microtransit services as described in this section. Summary requirements for this service include the following, with additional detail included in the following sections:

6.1. Turnkey operations must include:

6.1.1. Real-time, dynamic service.

6.1.2. Software application/platform necessary for scheduling, dispatch, user interface, data collection and reporting.

6.1.3. Data-sharing in the form of a customized data dashboard as well as the availability of specific analysis and graphics as needed.

6.1.4. Vehicles – owned or leased by Contractor.

6.1.5. Drivers.

6.1.6. Operation of service.

6.1.7. Customer service platform and operations plan for dial-in bookings, answering questions and addressing issues and complaints.

- 6.1.8. Storage for vehicles.
- 6.1.9. Maintenance of vehicles.
- 6.1.10. Twice weekly cleaning of the vehicles.
- 6.1.11. Telematics system on board all vehicles to monitor safety.
- 6.1.12. Marketing of service.
- 6.1.13. Advertising program to produce revenue to bring down operating costs.
- 6.1.14. Assistance with identifying and applying for additional grant funding.
- 6.2. Seven (7) days of service per week operation.
- 6.3. Service hours that mirror fixed-route service hours with staffing levels that efficiently match demand for service. Current fixed-route service hours are from 6 a.m. to 10:15 p.m. Monday through Saturday and 9 a.m. to 5:15 p.m. on Sundays.
- 6.4. The General Public On-Demand Service should have a maximum wait time of 30 minutes with a service-wide average estimated wait time of 20 minutes.
- 6.5. While nearest block pick-up and drop-off is an option for the general public rideshare service, curb-to-curb service must be available for those who qualify. All rides on the paratransit service must have door-to-door pick-up and drop-off.
- 6.6. Customer service must be available during all hours when service is operational.
- 6.7. Ability to request an ADA accessible vehicle on-demand.
- 6.8. Service option for those without a smart phone, internet access, or credit card.
- 6.9. Initial and ongoing marketing of service.
- 6.10. Ability to scale service up or down based on demand.
- 6.11. Ability to serve nearby or adjacent areas if new opportunities arise.
- 6.12. Proposed Service Designs

All service design parameters described below are subject to change based upon Metro and Contractor recommendations of its current zones which may include zone design, implementation, and subsequent adjustments and refinements of services. Metro microtransit as an extension of and a complement to the agency's local service; meaning that microtransit should provide similar or better customer access and experience.

- 6.12.1. Microtransit Zone(s): As part of the COA, microtransit zones(s) were suggested.
- 6.13. Personnel
 - 6.13.1. Provide all necessary personnel including drivers, mechanics (or maintenance contracts), dispatch (driver support), administrative, customer service and others to successfully operate the service.
 - 6.13.1.1. Contractor-provided qualified drivers with good customer service skills and legally trained for safe vehicle operations.

- 6.13.1.2. Contractor to conduct appropriate background checks, drug and alcohol testing pursuant to 49 CFR Part 40 and 655, driving recording check, etc.
- 6.13.1.3. Contractor must have local staff available to facilitate drug and alcohol testing pursuant to 49 CFR Part 40 and 655.
- 6.13.1.4. Contractor to provide all technical training and support as approved by Metro.
- 6.13.1.5. Contractor shall provide a dedicated customer support agent within this contract.
- 6.13.1.6. Contractor shall have two (2) supervisors dedicated to this service only with a minimum of one (1) available at all times, to oversee daily operations and trainings.
- 6.13.1.7. Contractor shall report all accidents to Metro designated staff. Severity of accident will determine notification time frame and will be agreed upon within the contract.
- 6.13.1.8. Contractor's personnel shall adhere to a dress code relevant to the safe delivery of services. Metro shall have final approval of dress code.
- 6.13.2. Drivers must maintain a current valid driver license as required in accordance with Michigan law and have an audit process in place to ensure the licenses are not expired or suspended.
- 6.13.3. All drivers must be trained and certified to provide wheelchair service.
- 6.13.4. Drivers are not permitted to provide services without direct line-of-sight supervision until the staff receives training working with persons with disabilities, as documented by the Contractor, and until the staff passes a background check.
- 6.13.5. Establish an anti-drug use and alcohol misuse program pursuant to 49 CFR Part 40 and 655.
 - 6.13.5.1. As a recipient of Federal public transportation assistance funds, Metro and its Microtransit service Contractor are subject to the drug and alcohol testing regulations of the Federal Transportation Administration (FTA). Final rules for drug and alcohol testing and training programs are in the Federal Transit Administration 49 CFR Part 655 at: <https://transit-safety.fta.dot.gov/drugandalcohol/regulations/Regulations/49CFR655/2013-15176.pdf>.
 - 6.13.5.2. Contractors operating Metro service must have a substance abuse testing policy compliant with CFR Parts 40, available at: http://www.dot.gov/sites/dot.dev/files/docs/PART40_2012.pdf, and 655 in place before its employees may be permitted to perform safety-sensitive functions and conduct them thereafter on a continuing basis. The employees must have negative pre-employment tests and are required to have been trained on the policy as per Part 655.15.

Testing is required for:

- Pre-employment
- Reasonable suspicion
- Random
- Post-accident
- Return to duty/follow up

6.13.5.3. All Supervisors and other Contractor employees authorized to make reasonable suspicion determinations shall receive the required training to make such determinations. The Contractor must have a Substance Abuse Professional (SAP). Each covered employee who has a positive test must meet with the SAP. The Contractor will be responsible for maintaining all records of their drug and alcohol program and submission of monthly reports by the 7th of each month and annual reports by February 20th to Metro. The full drug and alcohol requirement and policy is available upon request.

6.14. Vehicles

6.14.1. Contractor supplies vehicles to meet ridership demand and service parameters, the exact number of vehicles required to be agreed upon between the Contractor and Metro.

6.14.2. Contractor shall maintain an agreed upon spare vehicle ratio.

6.14.3. Additional vehicles as required to meet increased service demand or expansion.

6.14.4. Vehicles supplied by the Contractor must be at least 75% Wheelchair Accessible Vehicles (WAV) to ensure that complementary service remains within a 5-minute differential between WAV and non-WAV passengers.

6.14.5. Vehicles to remain in a good state of repair and all maintenance to be managed by the Contractor.

6.14.6. Review of all maintenance records for vehicles older than two years. Vehicles shall not be older than five years.

6.14.7 Metro will conduct quarterly mechanical and appearance inspections of all vehicles used by the Contractor.

6.14.7. Contractor must provide and maintain a vehicle roster consisting of agreed upon specifications of all vehicles.

As an alternative, Metro has eight vehicles that are either Ford E-250 and E-350 models, all with lifts. The average age is 2011 (range of 2008 through 2014). The average mileage is 82,953 (range of 60,000 through 130,000).. These vehicles may be leased for \$1 per year to supplement Contractor fleet.

6.15. Ride Booking

- 6.15.1. A consumer-facing smartphone application for a fully-automated scheduling, dispatching and reserving demand responsive transit service.
- 6.15.2. Ability for riders to see multi-modal transportation options to ensure the most efficient trip option for each rider.
- 6.15.3. A concierge service interface for Metro staff to book a trip on the behalf of a customer for customers who do not have or do not choose to use a smart phone.
- 6.15.4. Ability for caretakers or Personal Care Attendants to book a trip for select customers with disabilities, as determined by Metro.
- 6.15.5. An intake system that is capable of intelligently pooling customer pick-ups and drop-offs.
- 6.15.6. Ability to transport minors traveling with or without an adult as per Metro policies.
- 6.15.7. Customer access to account and ride history for all booking platforms.

6.16. Trip Characteristics

- 6.16.1. Pooled rides of one (1) to five (5) passengers.
- 6.16.2. Maximum wait time for pickup: 30 minutes.
- 6.16.3. Average wait time for pickup: 20 minutes or less.
- 6.16.4. Percent of ride requests completed: 80% or higher.
- 6.16.5. Average walk distance to stop: 0.33 miles.
- 6.16.6. Maximum walk distance to stop: 0.50 miles.
- 6.16.7. Curb to Curb functionality for disabled riders.
- 6.16.8. Equivalent service standards and pick-up wait times for WAV requests.
- 6.16.9. Ability to modify walk distances/pick-up locations based on sidewalk access/safety, etc.

6.17. Routing

- 6.17.1. A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations as well as vehicle routing.
- 6.17.2. Ability to provide both curb-to-curb and stop-to-stop service for customers for operational efficiencies (requiring the customer to walk certain distances is acceptable).
- 6.17.3. Ability to add road closures in an agreed-upon time frame to ensure optimal driver routing.
- 6.17.4. Contractor must maintain an agreed-upon service minimum in all zones, at all times.
- 6.17.5. Contractor must provide a real-time map showing all vehicles in service.

- 6.17.6. Ability to add passengers to a route in progress.
- 6.17.7. Maximum time added based on reroute to pick-up passengers: Customer experience is not more than 5 minutes late from the quoted time.
- 6.18. Passenger Pick-Up and Drop-Off
 - 6.18.1. Safety for all users to be prioritized in all passenger pick-up and drop-off locations.
 - 6.18.2. Maximum driver wait time for passenger pickup: 3 minutes.
 - 6.18.3. Contractor must integrate an agreed-upon load and unload time factor for passengers.
 - 6.18.4. Customers to see pick-up and drop-off locations and trip routing via a smartphone app.
 - 6.18.5. If necessary, customers to communicate directly with the driver to coordinate pick-up.
 - 6.18.6. Coordinated connections with Metro fixed-route and paratransit services.
- 6.19. Fare Payment

The fare structure will be approved by Metro in all instances including tolls, surcharges, service and cancelation fees, customer tipping and promotional fares. The Contractor will provide Metro recommendations for a fare system that is equitable, fair, complements fare structure of other metro services and balances rider demand with service supply.

The minimum fare requirements that must be disclosed/delivered by a Contractor under this RFP are:

 - 6.19.1. Outline customer payment infrastructure and process of a debit card/credit card customer payment.
 - 6.19.2. Outline customer payment infrastructure and process of collection/verification of a Metro pass.
 - 6.19.3. Outline payment method to Metro of all fare receipts collected (credit, debit, ticket, pass) monthly by the provider.
 - 6.19.4. Ability to accept a monthly audit of all fares collected and rides delivered during the program.
 - 6.19.5. Outline who is safekeeping and securing customer credit card information if applicable.
 - 6.19.6. How is your firm insured for loss of fare revenues?

6.20. Customer Service

6.20.1. Contractor to provide description of Customer Service capabilities including responding to service/scheduling issues, payment/fare issues, follow up with customers inquiries, complaints and concerns.

6.20.2. Contractor must provide all civil rights related complaints as well as complaints involving law enforcement within twenty-four (24) hours of initial complaint.

6.20.3. Contractor to provide weekly reports showing service/scheduling issues, payment/fare issues, follow up with customers inquiries, complaints and concerns.

6.20.4. Notification of all customer complaints that received an escalation within one (1) day of initial complaint and summary of resolution within three (3) days.

6.21. Contractor Administrative Offices and Vehicle Storage

A physical location of a local operations office within Kalamazoo County and near microtransit service zone(s).

6.22. Incidentals

All incidentals such as insurance, fuel, repair, and maintenance necessary to successfully, legally and safely operate the service.

6.23. Regulation Compliance

6.23.1. Compliance with Title VI and ADA regulations, as well as EEO.

6.23.2. Compliance with DAMIS reporting requirements.

6.23.3. Any other required items for legally and safely operating a transportation service in Michigan.

6.23.4. Any other required items for legally and safely operating a transportation service in accordance with federal regulations.

6.23.5. Metro may require proof of the above requirements during this contract to ensure all requirements are being met.

6.24. Plans and Documents

To include but not limited to Contractor developing and providing standard operating procedures, safety plans, service implementation plan, employee code of conduct and employee handbook.

6.25. Iteration

The Contractor shall work with Metro to be responsive to lessons learned through customer and community feedback in order to adjust aspects of microtransit service as quickly as possible.

6.26. Marketing

Contractor shall develop a comprehensive marketing and promotions plan based upon previous experience deploying a rideshare or similar service. Metro envisions a

combination of electronic marketing materials, promotional events and subsidies, and online advertising. Strategic and robust marketing of the service will be critical to its success.

6.27. Data

Metro desires full access and ultimate ownership of all data associated with the microtransit service to shape strategic planning efforts. The exact data requirements will be determined prior to contract implementation, but may be updated during iterations listed above. The Contractor shall work with Metro to provide data via a report, dashboard, and/or API. Data shall be made publicly available in a manner that protects user privacy. Contractor shall notify Metro and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of the event.

6.28. Performance Monitoring and Reporting

Proposer shall provide regular reporting, as follows:

6.28.1. Weekly Staff Briefings

The Proposer shall provide weekly briefings to the Metro Project Manager on completed tasks, deliverables, and all issues resolved during the one-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming one (1)-month period. The weekly briefing shall contain, at a minimum:

- Summary of Work Completed To-Date
- Updates to Project Schedule
- Status of Service and Deliverables
- Status of FTA Reporting items
- Status of grant opportunities or applications
- Activities and expected deliverables for the upcoming month
- Red-flag issues

6.28.2. Performance Monitoring and Reporting

6.28.2.1. Performance Monitoring

Reporting and analysis tools shall be built into the technology platform and open to Metro for regular use. All data collected as part of the service must be openly shared with Metro and is the property of Metro. The Proposer shall create custom reports as requested by Metro. Reports shall allow for daily, weekly, and monthly assessment of the service so that changes can be made to improve service and ridership if deemed necessary by Metro. The Contractor will be responsible for providing advanced analysis as requested by Metro to inform service decisions and system design changes.

6.28.2.2. Monthly Business Reviews (MBR)

Proposer shall monitor service on a daily basis and schedule and conduct a Monthly Business Review by the 20th of each month for service during the previous month. The MBR shall include a Performance Evaluation Report covering the past month that includes the items listed below under Report Content.

6.28.2.3. Quarterly Business Reviews (QBR)

Proposer shall monitor service on a daily basis and schedule and conduct a Quarterly Business Review after a quarter concludes for service during the previous three (3) months. The QBR shall include a Performance Evaluation Report covering the past quarter that includes the items listed below under Report Content.

6.28.2.4. Annual Business Reviews (ABR)

Proposer shall monitor service on a daily basis and schedule and conduct an Annual Business Review by the end of the first month after annual contract concludes for service during the previous contract year. The ABR shall include a Performance Evaluation Report covering the service during the past contract year that includes the items listed below under Report Content.

6.28.2.5. Report Content

The MBR, QBR, and ABR shall each include a Performance Evaluation Report that includes reporting and analysis of performance measures and gives a comprehensive overview of the success of the Rideshare Service during the past month, quarter, or contract year. Performance Evaluation Reports shall summarize the performance of the service, using clear and measurable criteria that could include but are not limited to:

- Demand summary (origin/destination, time of day, rides per revenue hour, total ridership)
- Trip data (travel times, booking abandonment rates, actual wait times compared estimated wait times, deadhead time, overall wait time from original trip booking to pick-up, cost per ride)
- Demographic Data
- Fare data (ridership by type of fare, cost of ride per fare type)
- Promotions and Outreach summary (number, type and date of promotions, impact of promotions on revenue and ridership)
- Revenue summary (ridership revenue, partnership revenue, advertising revenue)
- Hardware performance and reliability
- Vehicle data (number and type available and in use, data on hybrid and/or electric options and use, maintenance, performance, cleanliness and reliability)
- Customer Service (number and type of calls, wait times, patterns)
- Status of data required for National Transit Database and other FTA reporting
- Additional advanced analysis as requested by Metro to inform the service and system design changes
- Suggestions for improvements or service adjustments

7. **TIMELINE**

The proposal should specify the anticipated deployment schedule ahead of the service launch date to ensure no disruption in services. **The anticipated length of this contract will be late January 2024 (commencing on date of Notice to Proceed), through December 31, 2025.**

8. **VIRTUAL PRE-PROPOSAL MEETING**

The Respondent shall carefully examine these specifications and secure from Metro additional information that may be required for a clear and full understanding of the tasks/duties of the contract.

All prospective proposers are invited to attend a non-mandatory Virtual Pre-Proposal Meeting with representatives from Metro and the City of Kalamazoo on **Tuesday, October 31, 2023 at 2:00 p.m. Local Time (ET)**. The virtual meeting will take place via Zoom Webinar:

ACTION REQUIRED: Register in advance for this webinar:

When: **Oct 31, 2023 02:00 PM** Eastern Time (US and Canada)

Topic: Microtransit Service Pilot

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_FAkeyEsBRS-cuU2QinpAGQ

After registering, you will receive a confirmation email containing information about joining the webinar.

9. **CONTRACT PERIOD/RENEWALS**

The contract resulting from this solicitation shall be in effect for a two (2)-year period beginning **late January 2024** (commencing on date of Notice to Proceed) and expiring **December 31, 2025** with an option to renew for three (3) additional one (1)-year periods upon mutual agreement of both parties in writing.

10. **PROJECT MANAGER**

Sarah Joshi, Deputy Director for On-Demand Services is the Project Manager and shall have general oversight of the services provided herein by the Contractor.

11. **POST PROPOSAL INFORMATION**

After proposals are opened, Metro may request further proposal information or clarification in selected areas. Requested information shall be provided by the proposer either in writing or by oral presentations. All costs incurred in connection with responding to this RFP will be borne by the Respondent.

12. **CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS**

Each change or addendum issued in relation to this RFP will be posted on the City of Kalamazoo's website at <https://www.kalamazoo.org/bidopportunities>. It shall be the Respondent's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all Respondents shall be bound by such changes or addenda. In order for a proposal to be responsive, all addenda must be returned (signed by the Respondent) with the proposal. If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the City of Kalamazoo Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

13. **CONFLICT OF INTEREST**

Respondents shall notify Metro of any potential conflicts of interest in their proposal submittal. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

14. **ASSURANCE OF DESIGNATED PROJECT TEAM**

Respondent shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of Metro.

15. **COMPENSATION**

A price proposal shall be submitted in a separate sealed envelope marked “**Price Proposal**”. **The pricing in the sealed envelope shall be the only listed pricing in the proposal.** This Price Proposal shall only be opened by Metro personnel after the scoring of other evaluation criteria has been completed.

The “per revenue hour” price quoted must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

15.1. State a lump sum amount to be paid to the Contractor for Microtransit Service Pilot start-up costs. Detail all services, equipment, and any other items that are included in the start-up costs.

15.2. Please provide an estimate of revenue service hours for the term of the pilot program, for the period of April 1, 2024 through September 31, 2025. The estimate should be based on the specifications and descriptions contained within the RFP and the Contractor’s experience. The estimated hours should be listed on a monthly basis and totaled for the term of the pilot program.

15.3. State a “per revenue hour” cost of service to be paid to the Contractor following program start-up.

Metro is interested in exploring new and different cost-effective approaches to completing this project. The final Scope of Services will be subject to negotiation. The Proposer’s quoted prices shall constitute full and complete compensation for the services and materials provided as outlined in Section III, Scope of Work & Special Conditions and in the Proposer’s Work Plan. Metro expects the selected vendor to collect all service revenue and put it back into the service to help cover operational costs and reduce the cost to Metro. The proposal shall clearly confirm this understanding and explain how revenue will be collected, tracked, and credited to Metro.

Proposers should also include a brief description of suggested approaches to develop financial partnerships to help fund the service, including on- or in-vehicle advertising revenue. This information may be based on past experience and/or new and innovative suggestions.

16. **QUESTIONS**

Questions regarding the specifications may be addressed to Sean McBride, KCTA Executive Director, at (269) 337-8088 or mcbrides@kmetro.com. Questions relative to the proposal procedures and terms and conditions may be addressed to Craig Hull, Senior Buyer at (269) 337-8444.

SECTION IV
CONTENT OF PROPOSAL

1. COMPOSITION AND QUALIFICATIONS OF TEAM

Provide a description of the team composition including a description of the roles played by each Contractor. Provide the following information for the lead Contractor as well as any subcontractors or other partners: history and background of Contractor, size of Contractor, number of employees and number of years in business.

For the lead Contractor as well as any subcontractors or other partners, provide a description of direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five (5) years. Provide the name, address and telephone number of persons who may be contacted as references. Proposer shall also include dates, locations, costs, and project managers for these previous projects.

For the lead Contractor as well as any subcontractors or other partners, provide a description of knowledge areas and relevant experience. Specifically, cite any experience or knowledge of the following:

- Public transportation planning and operations
- Paratransit planning and operations
- Implementing projects funded through Federal Transit Administration (FTA) funds and complying with FTA requirements
- Implementing demand responsive, flexible transportation systems, including overall project outcomes and lessons learned
- Implementing automated scheduling, dispatch, and reservation systems, including setting accuracy and performance criteria
- Customer service related to on-demand public transportation and paratransit services
- Marketing rideshare service to an auto-centric market

Include an organizational chart of all key team members, including any sub-contractors or project partners, and identify the role each member will have in the project. Provide abbreviated resumes for the project manager and all key team members, including a description of type and years of experience, qualifications, and skills most relevant to this RFP. Include the percentage of time each team member will devote to the project, and whether they are a full-time employee, Contractor, subcontractor or other type of partner. Include at least one reference with name, address, telephone number and contact person for each team member.

Proposer shall submit a letter from the Proposer’s chief executive officer guaranteeing the key personnel named in the staffing plan will be assigned to the project unless their employment is terminated. If substitutes or “backup” personnel are planned on a contingency basis, such personnel shall also be reflected in the aforementioned staffing plan. Any changes in key personnel after the award of the contract must be approved by Metro before the change is made.

Proposer should describe available resources and capability for undertaking and performing the work.

2. PROJECT TIMELINE

Provide a schedule for performing the tasks identified in the Scope of Work and based on the desired service start date of April 2024.

3. STATEMENT OF PROJECT UNDERSTANDING

Clearly state your understanding of the project needs, and any significant opportunities or constraints posed by the Service. Briefly discuss how your proposed approach aligns with the Metro’s stated goals and objectives. Acknowledge the requirement to meet all FTA rules and regulations as included in the Scope of Work.

4. MICROTRANSIT SERVICE APPROACH

Describe the Contractor’s understanding of the project goals and provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed.

Submittals should propose a comprehensive approach, describing a specific operational model, technology platform, service area, vehicle acquisition scheme, and marketing and performance monitoring plan. If your proposal requires a modification or addition to the scope of service in the interest of innovation, please state this here and describe why your approach is innovative and varies from the scope of services.

The following questions/considerations shall be addressed in this section:

4.1. ***Service Model Overview:*** Include information on schedule and operations. Describe how the operational model would function from the perspective of the Contractor, Metro, and the User.

- What is innovative about your proposed approach?
- Why is your proposed approach the best fit for Metro? Explain your reasoning for proposing the specific service model in your approach.
- Describe the user experience and process for a user requesting a ride. Can the platform support various booking modes?
- Does your model provide door-to-door service or a guaranteed pick-up/drop-off within a certain distance or walkable timeframe? Explain.
- Describe how your model offers flexible, scalable service and explain the benefit of this approach.
- Describe how customer service is handled and monitored.
- Provide an estimate of anticipated ridership at one month, six months, and one year.

4.2. ***Service Area and Operating Hours:*** Describe and include a map showing the proposed service areas, if applicable.

- What days and hours of operation does your approach propose?
- How flexible are the proposed service/coverage areas?
- How will you determine if a service area needs to be revised?

4.3. ***Fleet:*** Describe type and quantity of vehicles required to serve the proposed coverage areas.

- Are the vehicles owned, leased or sub-contracted?
- Is the proposed fleet all the same vehicle type or a mix? Why?
- How many ADA accessible vehicles are proposed?
- How old are the vehicles?

- Are the vehicles able to be branded specifically for Metro?
- Describe your ability to scale the number of vehicles up or down based on demand.
- Describe the approach to fleet maintenance, cleaning, and storage.

4.4. **Technology Platform and Hardware Requirements:** Describe the features and functionality of the technology platform and hardware requirements.

- Is the technology capable of providing a fully automated scheduling, dispatching, and reservation system for a demand responsive service for the general public and paratransit users, as well as for pre-scheduled rides as necessary?
- Describe if/how your platform handles fare collection. Would your system be able to integrate with third party fare collection systems? Do you have a cash option?
- Describe the ability of the system to allow different fare structures (i.e., University students, paratransit rides paying a different fare).
- Describe the ability of the system to allow private or non-profit partners to subsidize rides for clients, residents, or employees.
- How will data gathered from the Service be open and shareable with Metro?

4.5. **Operator(s):** Describe who you propose would staff the service.

- Describe the role of the driver in determining routes, who or when to pick up in your platform, and when to take a break. Does the driver have the ability to decide if they will or will not pick up a rider?
- Describe the business model for drivers. Are they employees or contractors?
- Describe the pre-employment process for drivers, including training, background check, and drug and alcohol screening.
- What information does the user see about the driver? Can a rider choose another driver? Can they rate their driver?
- Describe the process of tracking and addressing driver issues.

4.6. **Performance Measures and Evaluation Plan:** Describe the procedures and methodologies that can be used to calculate and compile results during the service. Discuss details of reporting capabilities of the technology platform or software, ease of use, and list specific types of data that can be collected/shared with Metro to improve the service.

- When/how often should the service be assessed for performance?
- Describe the data this platform collects and any reports that can be generated from it including standard reports. Describe to what extent data collection and reporting can be customized to suit Metro's needs.
- Describe how the service can be modified if it is not performing as intended.
- Confirm the following data needed to measure performance can be provided:
 - o Ridership – total, by type of rider, by revenue hour
 - o Travel times
 - o Wait times (estimated and actual)
 - o Booking abandonment rates
 - o Deadhead time
 - o Revenue – total, by type of rider, advertising
 - o Vehicle performance and reliability
 - o Number and success of marketing activities
 - o Number, type, and wait times associated with calls for customer service

4.7. **Accessibility:** Discuss any limitations to your proposed Rideshare service model.

- How would the service accommodate mobility limited residents, such as seniors or physically impaired users?
- How would the service accommodate unbanked users?
- Can the service accommodate users without a Smartphone or data plan?

4.8. **Marketing and Promotions Plan:** Describe the approach to marketing and promoting the rideshare service and/or paratransit service in the Kalamazoo area.

- Include examples of marketing strategies employed for other services.
- How will branding be used to market the service?
- What specific promotional activities are anticipated to market the service?
- How do you measure the success of marketing efforts?

4.9. **System and User Training and Support:** Describe the program used to train drivers and dispatchers/schedulers. Describe how Metro will be trained to use any dashboard/reporting tools.

- Describe the driver onboarding process.
- Describe the technical support available if drivers need assistance while providing service.
- Describe the technical support available if Metro needs assistance using backend tools or creating reports.

5. **WORK PLAN**

The Proposer shall prepare a detailed Work Plan, describing each step in the overall review, analysis, and delivery of Microtransit Service in accordance with the Scope of Services. In the interest of innovation, the Proposer is encouraged to modify the items included in the Scope of Services or include additional tasks that it feels should be included to develop a successful Service, accompanied by an explanation for the modification or addition. Clearly indicate who will be responsible for specific tasks and services included in the Work Plan. This Work Plan shall contain the following elements, but will not be limited to:

- Work elements separated into tasks and phases
- Identification of key staff by work activity
- Identification of schedule start and stop dates for each activity
- Expected deliverables/results
- Key milestones (i.e., Service Deployment, Performance Monitoring)

6. **DRUG AND ALCOHOL PROGRAM**

U.S. Department of Transportation regulations require that any Contractor that provides transportation services to a Federal Transit Administration (FTA) grant recipient must establish and maintain a program for the prevention of prohibited drug use and alcohol misuse in transit operations. Proposer should provide a description of their drug and alcohol program, including how it meets requirements.

SECTION V EVALUATION

1. INTRODUCTION

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to Metro. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to the Metro. Discussions may be conducted with respondents determined to be reasonably qualified, and the Metro reserves the right to reject any and all proposals. Metro reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates Metro to contract for the proposed project. Metro will negotiate a contract with the highest evaluated respondent, as determined by the selection committee. Metro shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

Metro will evaluate and score each of the proposal submittals received from responsive respondents based on established criteria. A short list of proposers may be asked to provide an in-person presentation prior to a final decision being made. Only the top ranked respondents will proceed to the Negotiation Phase. No order of preference is required during this phase.

2. EVALUATION CRITERIA

An evaluation committee will assess the information provided by Contractors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal. Proposals will be evaluated on a matrix of the following criteria/weights:

<u>Maximum Possible Points</u>	<u>Evaluation Criteria</u>
25	Project Approach/Work Plan/Schedule – Proposal addresses full scope of services necessary to deploy all three (3) scenarios for the Transportation Service, including technology, vehicles, drivers, and customer service as needed. Proposed Service aligns with stated goals of Metro. To include approach, understanding, and organization of tasks, understanding of interrelationship of critical tasks, deliverables, clearly identifies who is proposed to complete each task (proposing Contractor, subcontractor). Adequacy and reasonableness of schedule and deadlines.
25	Team Composition and Qualifications – Proposal demonstrates successful past performance developing and implementing a similar project. Contractor and team member qualifications will be considered. Previous experience with FTA funding will also be acknowledged.
5	Data Collection/Reporting – Proposal describes a plan for measuring Service performance, including indicators that are tied to project goals, such as ridership and origin/destination data.
5	Agility of Service/Quality Control/Performance Monitoring – Coupled with tracking performance of the program to ensure success, proposal identifies plan to modify Service if it is not performing as intended, to better serve demand, or resolve unanticipated issues. Contractor's internal

controls, communications with Metro are adequate and timely, and provide assurance for complete delivery of services.

5 **Customer Service** – Proposal describes a detailed customer service approach including training, monitoring, reporting, and high-quality service in a timely manner. Experience in providing transit-related customer service will be considered.

30 **Project Cost** – Total estimated Service cost and total cost divided by number of estimated riders.

5 **Proposal Completeness and Quality** - Completeness and quality of the proposal and adherence to the specifications as detailed in this RFP.

3. **SHORT-LISTING**

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. If the Evaluation Committee decides to short-list proposals, **the short-listed firms will be selected using the preliminary evaluation scoring and earning a minimum score of 75 points.**

Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations, or product testing. Upon conclusion of any interviews and/or presentations, demonstrations, or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

4. **ORAL PRESENTATIONS**

Proposers who submit a Proposal in response to this RFP may be required to give an oral presentation of their Proposal to Metro. This is a fact finding and explanation session only and does not include negotiation. Metro will schedule the time and location of these presentations. Oral presentations are an option of the Metro and may or may not be conducted.

If needed, in-person interviews will likely be held in mid December 2023.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral presentation are the responsibility of the Proposer.

5. **SELECTION OF CONTRACTOR**

Following the last scheduled presentation, and **no later than five (5) days** following the last interview, committee members will have the option to revise the initial Proposal Evaluation scoring to reflect information gained during the interview portion.

Revisions must be completed by the close of business on the fifth day or they will not be accepted.

Selection of the respondent will be based off the Proposal Evaluation Criteria score final revision.

Notification will be sent to the selected firm to begin negotiations no later than forty-five (45) days following the closing of the bid.

6. NEGOTIATION WITH CONTRACTOR

The top ranked Contractor will be selected to enter into negotiations. Upon selection, the Contractor will participate in the final development of the project's structure, scope, sequence, timeline for completion, and other performance measures required to meet the indicated contractual responsibilities.

If a satisfactory contract cannot be negotiated, the entity shall:

- (1) formally end negotiations with that Contractor;
- (2) select the next most highly qualified Contractor; and
- (3) attempt to negotiate a contract with that Contractor at a fair and reasonable price.
- (4) continue the process to select and negotiate with providers until a contract is entered into.

SECTION VI
SPECIAL PROVISIONS

1. DAMAGE TO PREMISES

Any damage to any portion of the premises or the transit fleet shall be reported immediately to the Fleet and Facilities Manager. The Contractor shall be responsible for any damages and resultant repair costs that occur during the life of the contract. All repairs shall be coordinated through the Fleet and Facilities Manager. Any costs incurred by METRO which are the result of the Contractor's failure to perform herein shall be borne by the Contractor.

2. DBE CONTRACTOR COMPLIANCE

- 2.1 The selected Contractor and its subcontractors shall agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- 2.2 Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involved DBEs in the work provided, METRO may declare the Contractor noncompliant and in breach of contract. DBE subcontracts submitted but later cancelled without reasonable cause will constitute a breach of contract.
- 2.3 The Contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with METRO's DBE program. These records and documents will be made available at reasonable times and placed for inspection by an authorized representative of METRO and will be submitted to METRO upon request.
- 2.4 The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 2.5 The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contract receives from METRO. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the METRO. This clause applies to both DBE and non-DBE subcontracts. Non-compliance with this clause will be considered default under the contract.

**SECTION VII
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to Central County Transportation Authority and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The Central County Transportation Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the Central County Transportation Authority as additional insured, coverage afforded is considered to be primary and any other insurance the Central County Transportation Authority may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Central County Transportation Authority, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Central County Transportation Authority, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Central County Transportation Authority, 530 North Rose Street, Kalamazoo, MI 49007.

INDEMNITY AND INSURANCE (*cont.*)

Proof of Insurance Coverage: The Contractor shall provide the Central County Transportation Authority, at the time that the contracts are returned to Central County Transportation Authority for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so, requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Central County Transportation Authority at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the Central County Transportation Authority and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract

**SECTION VIII
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to Central County Transportation Authority according to the criteria outlined herein. Central County Transportation Authority reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Agent. Upon notification, the Vendor/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by Central County Transportation Authority, the Purchasing Agent will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, Central County Transportation Authority, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary, this Request for Proposal (RFP) will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposals and any addenda.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all subcontractors to be associated with this proposal, including the type of work to be performed. The Contractor shall cooperate with Central County Transportation Authority in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of Central County Transportation Authority.

4. TAXES

Central County Transportation Authority is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or Firm may not be exempt from said taxes and Central County Transportation Authority is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by Central County Transportation Authority in this proposal, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum

stipulated herein for service rendered and accepted. Payments are processed by the Finance Division after receipt of an original invoice from the Firm and approval by the department.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

Central County Transportation Authority reserves the right to increase or decrease services or requirements or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and Central County Transportation Authority.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. Central County Transportation Authority approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

7. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep themselves fully informed of all local, state, and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

8. RIGHT TO AUDIT

Central County Transportation Authority or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

9. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify, and save harmless the Central County Transportation Authority, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

10. DEFAULT

Central County Transportation Authority may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

Upon notice by Central County Transportation Authority of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to Central County Transportation Authority. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the Central County Transportation Authority.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to METRO caused by said breach including but not limited to the replacement cost of such services with another Firm.

Central County Transportation Authority reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, Central County Transportation Authority may bar the Firm from being awarded any future METRO contracts.

- F. All remedies available to CCTA herein are cumulative and the election of one remedy by the CCTA shall not be a waiver of any other remedy available to CCTA, either listed in this contract or available by operation of law.

11. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees, shall be considered independent contractors and not as Central County Transportation Authority employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent Contractor, payment under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Contractor or its employees be entitled to Central County Transportation Authority paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

12. METRO'S RESPONSIBILITIES

CCTA agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys, and reports, if any, as described in the specifications. In addition, CCTA agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by CCTA for the performance of the Firm's work.

13. TERMINATION

This Agreement may be terminated by either Central County Transportation Authority or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, Central County Transportation Authority, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by CCTA or another firm. In the event that the CCTA incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, CCTA shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by CCTA, CCTA shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

14. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. Central County Transportation Authority may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. Central County Transportation Authority may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the Central County Transportation Authority (if required).
- E. Notwithstanding other provisions of this contract, Central County Transportation Authority reserves the right to cancel the contract due to non-appropriation of funds by Central County Transportation Authority with thirty (30) days written notice.
- F. Notwithstanding other provisions of this contract, either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.

- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 10, DEFAULT).

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CCTA CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1.The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

2.The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.

3.If requested by the CCTA, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the CCTA duly charged with investigative duties to assure compliance with this clause.

4.Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5.The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6.The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a)Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b)Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c)Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.