

Capital Area Transportation Authority

Vanpool Extension Contract

Request for Proposals #2011-102

SCHEDULE OF ACTIVITIES: Issued on June 17, 2011

RFP Released:	June 17, 2011
Written Questions due to CATA:	June 24 2011, Noon
Pre-Proposal Meeting (optional):	June 28, 2011, 9:30 am
CATA's Responses released:	July 1, 2011, 4pm
Number of Proposals Required:	Submit five (5) proposal copies
Due Date:	2:00 PM , July 22, 2011
Orals/Interview(s) (Optional):	Week of August 1 st
Begin Contract Development:	August 5, 2011 <i>OR</i> 1 week after Board approval, if required
Contract Signature/Award Date:	September 2, 2011
Contract Start Date:	October 3, 2011
Kick-off Meeting @ CATA/Telecon:	October 7, 2011
Progress Meetings:	On-going, weekly/monthly as required

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Request for Proposal Project #2011-102



1-A Issuing Office

This Request for Proposal (“RFP”) is issued by Capital Area Transportation Authority (“CATA”), 4615 Tranter Street, Lansing, MI 48910. **All communications regarding this project during the procurement process must be addressed to CATA’s Purchasing & Contracts Manager:**

Mr. Michael T. Salyers
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
Fax: (517) 394-3733
E-mail: msalyers@cata.org

1-B Project Management

The person(s) designated to perform as the Project Manager(s) **AFTER AWARD** of the Project is named below. These persons are not to be contacted by respondents prior to award. The only contact during the RFP process is CATA’s Purchasing & Contracts Manager named above.

Ms. Cathleen Edgerly
Clean Commute Options Coordinator
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

Mr. Chris White
Manager of Service Development
Ann Arbor Transportation Authority
2700 S. Industrial Hwy
Ann Arbor, MI 48104

1-C Project Oversight

The oversight of this Project is the responsibility of the Project Managers named in the Project Management Section above. The contracts outlined in The Scope of Work may be handled differently between the CATA and AATA ("THE AGENCIES") offices.

The respondent ("RESPONDENT") will be required to work with staff and service agencies as directed by THE AGENCIES)throughout the duration of the Contract and attend Progress Meetings as required by the Project Manager(s).

1-D Incurring Costs

THE AGENCIES are not liable for any costs incurred by any party prior to signing of a contract with that party and then only upon written authorization from THE AGENCIES to proceed with the project.

1-E Contract Term

The term of the proposed will commence October 1, 2011 and continue for a period of one (1) year, which can be renewed each year for a period of up to four (4) renewals.

1-F Contract Extension

THE AGENCIES reserve the right to extend the term of any contract resulting from this RFP as outlined above. Any extension will be in writing.

1-G Type of Contract

This is a fixed price contract. CATA also reserves the right to expand or decrease service/use of the contract as conditions require.

1-H Questions/Changes to the RFP

It is the desire of THE AGENCIES to provide the same information to all RESPONDENTS to insure fairness and impartiality in the procurement process. To that end, there will be no response given to telephone inquiries or personal visits. Visitation by RESPONDENTS or their representatives may be made to THE AGENCIES only at the pre-proposal meeting, if held. **All questions are to be submitted in writing to the CATA Purchasing & Contracts Manager** at the address indicated in Section I above no later than the date and time indicated on the Schedule of Activities above. Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above *Schedule of Activities* page.

1-I Pre-Proposal Meeting

See *Schedule of Activities* page above for date and time of any Pre-Proposal Meeting scheduled for this RFP. Any such meeting will be held at the CATA Administrative offices unless otherwise stated. The purpose of this

meeting is to discuss with RESPONDENTS the work to be performed and to answer questions about this RFP. The pre-proposal meeting is for information only; vendor attendance is not mandatory. However, interested vendors are strongly encouraged to attend.

1-J Proposals

To be considered for award, each RESPONDENT must submit a complete response for both options as delineated in the Scope of Work to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted only to CATA. No other distribution of proposals is to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, which is stated in the Schedule of Activities above. Submit the number of proposal copies per the directions indicated on the *Schedule of Activities* page above. Proposals, including price sheets, must be submitted to CATA by the time and date set as the Proposal Due Date indicated on the *Schedule of Activities* page above. The RESPONDENT is solely responsible for the timely delivery of the proposal to CATA. Except as provided below, late proposals will not be considered.

Late proposals which are received after the Proposal Due Date may be considered, if the RESPONDENT establishes to THE AGENCIES' satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the RESPONDENT.

1-K Acceptance of RFP Content

The contents of this RFP, its attachments, and the proposal as it is consistent with the RFP will become contractual obligations if a contract ensues. Failure of the successful RESPONDENT to accept these obligations may result in elimination of the RESPONDENT from the selection process. THE AGENCIES further reserve the right to interview the key personnel assigned by the successful RESPONDENT to this project and to recommend reassignment of personnel deemed unsatisfactory by THE AGENCIES.

1-L Economy of Presentation

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the RESPONDENT's ability to be creative and to meet the requirements and objectives of this RFP. Emphasis should be on completeness and clarity of content.

1-M Primary Contractor Responsibilities

RESPONDENTS will be required to assume responsibility for all services offered in its proposal whether or not the RESPONDENT performs them. Further, THE AGENCIES will consider the selected RESPONDENT to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime RESPONDENT must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization and capabilities. The prime RESPONDENT is totally responsible for adherence by the subcontractors to all provisions of the contract. THE AGENCIES must review and approve in writing all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firms' qualifications and the qualifications of the key individuals assigned to this project.

1-N Other Duties Assigned by CATA

Because of the nature of this project, THE AGENCIES are unable to determine all possible work components and tasks to be completed. The RESPONDENT may be asked to provide additional service that has not been outlined in this RFP. When additional duties beyond those outlined in this RFP and in the RESPONDENT'S proposal are identified, THE AGENCIES and the RESPONDENT will discuss the RESPONDENT'S ability to complete this work. If THE AGENCIES determine the RESPONDENT should conduct the additional work, RESPONDENT will provide request for Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

1-O Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the RESPONDENT'S proposal.

Experience and Qualifications: 30%

- **Capability and Qualifications of the Prime Firm and all Subcontractors.** This addresses distribution of staff time to the project, the RESPONDENT'S past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules). The primary RESPONDENT will also be evaluated on its past experience in managing subcontractor relationships.
- **Capability and Qualifications of the Key Individuals.** This addresses key individuals from the primary RESPONDENT and any named subcontractors, including previous work on similar projects, technical experience, education and training.
- **Strong Customer Service Record.** RESPONDENTS must outline responsiveness to not only the contracting agency, but also to the drivers and passengers that comprise the individual vanpools. Tenure in the market/industry will be a strong evaluation factor for this selection.

Approach: 40%

- **Understanding of the Problem and Objectives.** As stated in the proposal and demonstrated by the written description of the project in the proposal.
- **Method of Approach to Meeting the Objectives Outlined in this RFP.** Quality of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented.
- **Cost Estimates:** As outlined in the selected approach for delivering service
- **Demonstrated Ability to Complete the Project on Time and on Budget.** RESPONDENTS must demonstrate experience, ability and willingness to work with THE AGENCIES and provide evidence of successful engagements elsewhere with other customers on similar projects.

Overall Cost: 15%

- Total cost to deliver services will be considered in the evaluation, but the lowest RESPONDENT will not necessarily be awarded the contract.

Optional Services: 5%

- **Value Added.** The AGENCIES will weigh optional services proposed by RESPONDENTS. See Scope of Work for more information on Optional Services.

Overall Evaluation: 10%

- An overall evaluation rating will be awarded to the proposal and the RESPONDENT, with respect to the RESPONDENT'S experience, approach, and cost, in addition to work references, legal status, and contract history.

THE AGENCIES will constitute an Ad Hoc Committee made up of CATA and AATA personnel, as well as representatives from third parties' ("THE COMMITTEE"), to evaluate all proposals. Those RESPONDENTS deemed by THE COMMITTEE to be most responsive to the needs of THE AGENCIES may be asked to make oral presentations to THE COMMITTEE and to discuss terms for the procurement. The RESPONDENT(S) determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate an agreement with THE AGENCIES, then the next most qualified firm will be considered for award, and so on. At any time during this process, THE AGENCIES reserve the right to re-bid, award, or cancel the project, as deemed appropriate. Each prime RESPONDENT should make every effort to include Disadvantaged Business Enterprises in this project.

1-P Oral Presentation

RESPONDENTS may be required to make oral presentations of their proposals. These presentations provide an opportunity for the RESPONDENT to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal, but to present to THE COMMITTEE your approach to this project and the uniqueness of the RESPONDENT'S team in meeting the requirements of this RFP. Key members of the

RESPONDENT'S project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP. **A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by THE COMMITTEE).**

1-Q Independent Price Determination

By submission of a proposal, the RESPONDENT certifies, or, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other RESPONDENT or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the RESPONDENT prior to award directly or indirectly to any other RESPONDENT or to any competitor.
- No attempt has been made or will be made by the RESPONDENT to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.
- Each person signing the proposal certifies that she/he:
 - Is the person in the RESPONDENT'S organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.
 - Is not the person within the RESPONDENT'S organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

1-R Pricing & Payment

Pricing Proposals are to include the following for both options as outlined in the Scope of Work:

- Price per hour, by person, by task (must be included in both the proposal and on the cost sheets)
- Monthly fleet management fee per van (must be included in both the proposal and on the cost sheets)
- Monthly insurance premium per van (must be included in both the proposal and on the cost sheets)
- Anticipated monthly maintenance expenditures per van (narrative justification/breakdown of maintenance costs must be included in the proposal, summary of maintenance costs must be included in cost sheets)

- Vehicle acquisition costs through either lease or purchase (narrative justification for acquisition plan must be included in the proposal, and summary of acquisition costs must be included in cost sheets)
- Fee or Profit (anticipated profit must be listed as one line item in costs sheets)
- Any travel charges
- Pricing & plan for monthly fuel program if this exists at your organization
- Any other charges
- Price to be provided in a single spread sheet by type of equipment and service
- Payment for any contract entered into as a result of this RFP will be made not more frequently than monthly, in arrears. Payment to be made upon receipt and verification of the RESPONDENT'S invoice for the previous month, along with confirmation of the receipt & acceptance of any required progress or other report, and proof of satisfactory work completion.

2-A Background

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County. CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.4 million passenger trips in Fiscal Year 2009. Over 3 million of those rides occurred on MSU campus that year.

The Ann Arbor Transportation Authority (AATA) is the public transportation provider for Washtenaw County. The AATA, a not-for-profit unit of government, operates the local public transit system for the greater Ann Arbor-Ypsilanti area. AATA enables the area's residents to reach their destinations at reasonable cost and offers the region efficient, environmentally sound transportation alternatives.

The goal of the both the AGENCIES' and MDOT'S vanpool program is to offer an additional transportation option to employers, regional partners, and riders that help to reduce single-person auto trips. MDOT has provided vanpool services throughout Michigan since 1980, under a contract with Vanpool Services, Inc. (VPSI). Vanpool services are a key component of public transportation in both areas, and are currently offered through the Michigan Department of Transportation (MDOT). Additional information about MDOT's existing vanpool operation can be found on the following website: <http://www.michivan.com>.

Vanpools are assigned to THE AGENCIES based on their destination. Currently, MDOT's subsidized fares and contracted vehicles include a fleet sized of 42 vans in the CATA region and 100 vans exist in the AATA region, 88 of which belong to the University of Michigan. Based on recent limitations to funding, MDOT is limited to the number of vanpool vehicles that can be provided, and is unable to expand on these fleet sizes.

Due to these limitations, CATA and AATA have jointly undertaken the exploration of a vanpool expansion program to offer vanpool services with the goals of increasing the vanpool fleet size and providing more cost effective option to participants.

2-B Objectives of the Project

The specific objectives for this Project are as follows:

- To provide a competitively priced vanpool fleet with excellent customer service to commuters traveling to, or within, the CATA and AATA service areas.
- To provide two (2) separate contracts , one each for AATA and CATA, for vanpool turnkey services. The contracts may be managed differently between THE AGENCIES.
- To contribute to improvements in air quality and reductions in traffic congestion, by providing efficient and cost-effective vanpool services, which may induce more individual drivers to switch from drive-alone travel.

2-C Scope of Work

The following objectives delineate the specifications for this project. THE AGENCIES are seeking proposals from qualified companies to provide comprehensive, turnkey services for vanpools serving both the CATA and AATA service areas. The fleets will include only those vanpools formed once the maximum threshold fleet size for the existing MDOT vanpool program has been met; that fleet size will be set on September 30, 2011, as outlined below. All proposals should fully describe the RESPONDENT'S understanding of CATA/AATA's needs and how the RESPONDENT'S proposal will meet those needs. The specifications detail a minimum level of acceptable response to CATA/AATA's needs.

MDOT through VPSI will continue to offer the contracted MichiVan vanpool services to the CATA and AATA service areas with a contracted, subsidized fleet size determined through September 30, 2011. Within the AATA service area there are approximately 100 active vanpool groups; 88 of these are in service to the University of Michigan under a third-party agreement with VPSI. In the CATA service area, there are approximately 42 active vanpool groups.

THE AGENCIES are willing to provide a subsidy to help offset the costs to the customer for the monthly cost of the vanpool. Three possibilities to provide this subsidy are if THE RESPONDENT leases the vehicles and the AGENCIES subsidize the lease, if the RESPONDENT purchases the vehicles and THE

AGENCIES subsidize the depreciated costs, or if THE AGENCIES provide the vehicles. RESPONDENT's proposals should include detailed pricing and plans for each of these options. If RESPONDENTS have other proposals for how to better account for the vanpool subsidy, please feel free to include that in your proposal.

This Scope of Work will pertain only to the formation of groups begun on or after October 1, 2011 that exceed the fleet size determined on September 30, 2011. RESPONDENTS to this request for proposal will be asked only to provide services under this vanpool 'extension program'. The number of subsidized vans in the VPSI fleet will be capped at the number existing on September 30, 2011. The Vanpool Extension Program will provide for vehicles used by new vanpools formed on or after October 1, 2011 that surpass the MDOT contracted subsidized vanpool fleet. Should the existing VPSI fleet drop below its September 30, 2011 cap, subsequent vanpools formed would be allocated to the VPSI fleet until its maximum threshold is met.

The following are required service parameters that must be met under the THE AGENCIES' Vanpool Extension Program:

- All participants joining a vanpool must be registered with the Clean Commute Options or AATA's RideShare Program
- Fleet vehicles will be seven-passenger minivans
- Monthly vanpool charges assessed will include the various pricing options as outlined in the Scope of Work fleet management and maintenance; insurance; cleaning; and any other costs to operate (excluding those listed below), as itemized in responses
- Vehicle mileage categories will be used to determine vanpool passenger pricing
- Mileage categories will be delineated as follows:
 - Groups traveling 0-30 one way miles daily
 - Groups traveling 31 – 60 one way miles daily, and
 - Groups traveling 61-90 one way miles daily
- Monthly vanpool costs may be split among the vanpool riders and may or may not be offset by other incentives and/or public subsidies
- Vanpool vehicles will be available for the work commute trip on a daily basis (excluding weekends unless previously identified as required by commuters); the work trip may occur during first, second or third shift
- Maximum monthly mileage limits will be set based on the mileage categories
- Mileage overages will trigger additional fees passed on to the users according to a fixed monthly fee schedule (some allowances will be made for occasional and as-needed deviations from the mileage cap, e.g. due to construction detours, etc.)
- Vans may pick-up groups of riders from shared locations, such as park and ride locations or commuter lots, or from individuals' homes. All mileage incurred will be factored into the monthly route plan and corresponding fare.

Driver Standards: Each vanpool group must have one designated driver and at least one alternative driver. Vanpool drivers must operate under US DOT standards, and each vanpool driver must have and

maintain a current, driver's license that is valid in the United States. Vanpool drivers must pass a background check, but additional driver training is not required. Criminal and driving record checks may also be completed.

Approach: RESPONDENTS are encouraged to develop a program and outline fees for services in response to the task objectives described below. This approach should include specific work activities, associated deliverables, estimated staff hours, and itemized anticipated expenses. Fee estimates by task should be prepared and submitted in a separate envelope. The approach, as outlined in response to the scope of services in this RFP, will provide the primary means by which proposals will be evaluated.

Core Services: RESPONDENTS must submit pricing based on the core services listed below and may identify additional optional services with unit pricing for each additional service. Services proposed without pricing will not be considered. The required services are described in further detail below:

1. Fleet Management
2. Fleet Maintenance
3. Customer Service and Administration
4. Insurance
5. Required Reporting
6. Vehicle Procurement

1. Fleet Management

RESPONDENTS should describe in detail their approach to management and oversight of the day-to-day needs of the fleet, including but not limited to how they will:

- Develop and collect passenger fares;
- Structure contracts with drivers and or third-party providers (e.g., employers wishing to fund vanpool services for a group of employees);
- Obtain weekly reports from each vanpool that include daily passenger rosters and daily miles traveled;
- Provide for a vehicle or vehicles compliant with the Americans with Disabilities Act (ADA);
- Arrange for vehicle maintenance and life-cycle rotation, and
- Provide a description of the spare vehicle ratio for the vanpool fleet.

The selected RESPONDENT will be required to provide itemized monthly reports on the following:

- a) Monthly summary of driver/passenger-mileage reports and monthly download of vehicle odometer readings
- b) Bi-monthly summary of Vanpool riders including a listing of the Vanpool ID numbers, the Primary Contact, Origin of the vanpool, and a listing of all riders who participate in that vanpool group. (See Appendix K for reference).
- c) Monthly reports including the Vanpool ID number, Primary Contact Name, Origin and Destination of vanpool, Current fare type, the Number of active riders, Vanpool capacity capacity, Capacity ratio, Mileage category, Actual mileage, Vanpool schedule, and the Revenue received from the vanpool. (See attachment L for reference).

2. Fleet Maintenance

The selected RESPONDENT will assume oversight responsibility for all scheduled and unscheduled maintenance of the vanpool fleet vehicles, whether vans are owned by the RESPONDENTS or THE AGENCIES. Under THE AGENCIES' Vanpool Extension Programs, vanpool vehicles must be maintained in accordance with THE AGENCIES' maintenance standards as described below, federal and state safety laws, as well as the manufacturer's scheduled maintenance plan. See Exhibit #2 for CATA Preventative Maintenance Schedules. RESPONDENTS should describe their approach for providing fleet maintenance, which includes but is not limited to:

- Vehicle delivery;
- Regular/scheduled vehicle service and periodic unscheduled maintenance;
- Provision of 24-hour emergency information/crash reporting (both to authorities and to THE AGENCIES) and;
- Roadside services.

Vehicle Maintenance Inspections:

- Preventative Maintenance ("PM") INSPECTION A (See Appendix J) is performed every 3,000 miles

The following components or systems must also be inspected and repaired if necessary during every scheduled Preventative Maintenance Inspection for the life of the vehicle.

1. The air conditioning system is inspected and kept active at each PM interval
2. Oil analysis is recommended, but not required in each PM inspection. This is a very important tool in the preventative maintenance process. Oil samples are taken at each PM interval and submitted for analysis. A report of any performed oil analysis should be maintained by the RESPONDENTS and submitted to THE AGENCIES for review upon request.
3. Any safety items must be inspected as outlined in the attached Preventative Maintenance Schedules.

Please describe the role of your company's staff in providing drivers with access to repair services or in meeting other passenger requests; describe how riders will access repair services (including hours of service availability); describe the mediation procedure for a customer complaint about one of your employees or one of your vendors.

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Whether maintenance services are provided in-house or if subconsultant services or vendors are to be used, RESPONDENTS are required to provide monthly per vehicle/per service cost quotations and identify any discounts they can offer associated with providing Fleet Maintenance services. Price breakdown must be provided for all vendors whose services will be utilized; mark-up must be clearly identified.

RESPONDENTS should describe their approach to the following: offering driver support to coordinate repairs and minimize vehicle downtime; instituting quality controls to minimizing cost for

vehicle repairs; providing roadside assistance and emergency (24-hour) services; providing unscheduled maintenance; and meeting the preventative maintenance (PM) schedule.

The selected RESPONDENT must maintain detailed, computerized maintenance records on each vehicle and current data on the entire fleet. Describe the type and number of maintenance reports available and their frequency and provide samples of the type of "standard" fleet reports available on your system. If RESPONDENTS system of record keeping of completed and scheduled maintenance procedures are not satisfactory to THE AGENCIES, the selected RESPONDENT, at RESPONDENT costs must utilize maintenance software program(s) which THE AGENCIES uses for their vehicles.

The selected RESPONDENT will be required to provide itemized monthly reports on the following:

- a) Monthly summary of costs (body repairs, mechanical repairs, glass, car rentals, etc.)
- b) Quarterly reports of program cost metrics, including: average cost of itemized repairs, average number of days for repairs, CATA and AATA fleet performance vs. other accounts, vendor performance vs. industry averages
- c) Monthly listing of all crashes that have been reported, with an indication of liability
- d) Monthly reports showing damages recovered for the reporting period and the cost of repairs for each vehicle, including funds recovery
- e) Semi-annual report to include the total cost of repairs and total of recovered damages.
- f) Semi-annual report showing local trends, industry trends, and opportunities.

If applicable, any of THE AGENCIES' vehicles used by the RESPONDENTS must only be used for transportation in fulfillment of the Contract. None of THE AGENCIES' vehicles are to be used outside of the contracted purposes, or for towing, pushing, carriage of goods, storage, or other non-passenger transportation use.

3. Customer Service and Administration

RESPONDENTS should be prepared to offer customer services and program administration for fleet management and maintenance whether vans are owned by the RESPONDENTS or The AGENCIES. RESPONDENTS should describe in detail the proposed system for collecting fares and provide examples of any contracts to be utilized. Please discuss in detail the fare payment options the responding organization can offer, such as the ability for participants to pay online, through payroll deductions, or via credit or debit card.

THE AGENCIES require that all monthly charges appearing on the monthly billing statement for vanpool participants are fully explained, with back-up clarifications provided within the bill or in a supplementary schedule. Describe how your company will meet this requirement.

RESPONDENTS should also include a complete description of a proposed policy on the potential requirements riders must follow in order to participate in a vanpool. Please discuss in detail proposed language for your process to remove riders from a vanpool and ban them from future participation.

Describe the types of management records available through your company, as well as your ability to provide customized reports; additional costs for customized reports must be identified. Describe your firm's capabilities in providing on-line access to retrieve fleet-related information, sending driver/fleet related information, etc., if available.

4. Insurance

Insurance services include property and casualty insurance for vanpool groups formed under this program. Please provide detailed information regarding cost fluctuations based on fluctuations in fleet size. All RESPONDENTS must be able to require the following minimum insurance coverage and limits of liability for each Commuter Vanpool operated, regardless of who owns the vans. All variances on insurance liability coverage must be explained in the RFP:

- a) Michigan Property Protection Coverage as required by law
- b) Bodily Injury Liability Coverage subject to a limit of liability of not less than Two Million Dollars (\$2,000,000.00) for each occurrence.
- c) Property Damage Liability Coverage subject to a limit of liability of not less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence.
- d) Collision coverage for the actual cash value of the equipment and subject to deductible payable by the RESPONDENT.
- e) Comprehensive coverage for the actual cash value of the equipment and subject to a deductible payable by the RESPONDENT.

The coverage set forth in subsections (c) and (d) above will also provide for automatic compliance with any state's motor vehicle responsibility law or motor vehicle compulsory insurance law or any similar law as it applies to a non-resident operating a motor vehicle in such state or province. The insurance is required to be with an insurer authorized to transact insurance in the State of Michigan. The insurance coverage explained in the subsections above will also insure the authorized operator of the van. The potential contract will not charge the driver or authorized backup driver of a vanpool, a deductible fee for any insurance claims.

Access: For the proposal, the RESPONDENT agrees to provide to THE AGENCIES, copies of all reports and data specified in the Attachments. The RESPONDENT will be expected to provide to THE AGENCIES access to all technical data, reports, other documents, and work in process pertaining to the vanpool project. All copies of data, reports, and other documents will be provided by the successful RESPONDENT upon request from THE AGENCIES, and/or the Federal government.

Please describe the passenger/driver requirements (including procedures for conducting background checks) prior to granting driver authorization. Itemize any costs associated with performing background checks or other qualifying processes.

5. Indemnification: In addition to the HOLD HARMLESS AND INDEMNIFICATION language in the attached Terms and Conditions, the RESPONDENT must agree to take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this

Contract that results in claims being asserted against or judgments being imposed against CATA, AATA, the State of Michigan, MDOT, FTA, or the Michigan State Transportation Commission. The RESPONDENT will also be expected to produce both a vanpool driver and vanpool rider contract with vanpool participants which indemnifies and holds harmless all those listed above.

6. Passenger Reporting

RESPONDENTS are required to develop and/or maintain a database or other computerized system for tracking, aggregating, and reporting on ridership and other vanpool activity. The following are the basic metrics which must be tracked on a daily, monthly, or annual basis, and which must be made available to THE AGENCIES on a monthly, quarterly, or annual basis, as described in Part 2.F of this RFP.

Data recorded must include:

1. **Van Specifications:** Unique identification number for van; date of purchase or lease; purchase price or lease amount and terms; VIN (may be used as ID); vehicle make, model, model year; vehicle mileage at beginning and end of reporting period; a description of all scheduled and unscheduled maintenance performed during the reporting period; a listing of itemized costs for all maintenance performed during the reporting period; number and names of passengers active in the van during the reporting period; unique passenger identification number for each rider/driver; mileage category, vanpool schedule, itemized complaints received; and any accident/crash data.
2. **Vanpool Participants:** Name and a unique identification number for each vanpool passenger/driver; employment data for each rider/driver; home and work address, telephone number(s), and email contacts; location of meeting place; distance between meeting place and worksite (destination); start (and termination) dates of vanpool agreement; reasons for terminating the agreement; driver status; vanpool ID; monthly fares collected with record of payment (date and amount); itemized complaints received; and any accident/crash data.
3. **Complaints:** Name and a unique identification number for the van and vanpooler filing the complaint; date, description, and nature of complaint (if of another passenger, list the unique vanpooler ID of the passenger, or if of the van, list the unique van ID); resolution of the complaint.

Please describe the passenger/driver requirements (including procedures for conducting background checks) prior to granting driver authorization. Itemize any costs associated with performing background checks or other qualifying processes.

7. Vehicle Procurement

RESPONDENTS are required to include procurement in their submittals (whether leased or purchased); however, vehicle procurement may be determined to be carried out by either of THE AGENCIES. To assist THE AGENCIES in making this determination, all proposers must include in their proposal, an approach and budget for vehicle acquisition for vehicles that meet the following:

- Vehicles will seat seven (7) passengers

- Vehicles shall not be more than two (2) model years old or have more than 10,000 miles when they are introduced into the vanpool fleet. Other minimum vehicle specifications are outlined in Appendix I
- Vans must be replaced when they reach 125,000 or five (5) years of service. If THE AGENCIES are providing a capital subsidy to the vendor, the vans would not be eligible for replacement prior to four (4) years or 100,000 miles, whichever comes first.
- The RESPONDENTS must maintain a minimum spare ratio in each of the THE AGENCIES' service areas. Please describe your proposed plan for spare vehicle availability.

Optional Services: RESPONDENTS may wish to propose additional services beyond those required by this scope. Optional services may be presented as a separate section from the Approach and must include detailed costs for services. Where optional services present new economies of scale in delivering core program services, these discounted fee implications should be clearly identified and separated from the Approach in the fee estimate packet. All optional services must be priced out separately in the RESPONDENTS COST SHEETS. Services proposed without pricing, unless described services are provided for free, will not be considered. Optional services include, but are not limited to:

- Vehicle procurement (leasing or buying vehicles)
- Fuel services
- Fleet management software
- Other services to be suggested by the responding organizations.

THE AGENCIES may choose to select some or all proposed optional services, but will not be required to do so.

2-D Agencies' Responsibility

THE AGENCIES will provide the following items to the successful RESPONDENT:

- THE AGENCIES will provide marketing and rider recruitment for the vanpool program
- Guaranteed/Emergency Ride Home (GHR/ERH) Programs: Vanpool participants in vanpools provided by THE AGENCIES will be eligible for these programs.
- Other program elements, including marketing, vehicle branding, rider recruitment, and a Guaranteed/Emergency Ride Home program will be managed and/or offered by THE AGENCIES. RESPONDENTS should discuss their ability to coordinate closely with agency staff to deliver a highly effective program.

2-E General Requirements

Timeliness: The services of the successful RESPONDENT are to commence upon execution of the contract and shall be undertaken and completed so as to assure project initiation by October 1, 2011 and completion by September 30, 2012.

Meetings: The successful RESPONDENT shall meet with the THE AGENCIES' respective Project Managers during the project at least quarterly. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the Project Managers. The RESPONDENT shall make immediate phone calls to the Project Managers if any significant problems are encountered during the project.

Oral Presentations: In addition to any committee and/or community outreach meetings established in the scope of work, the RESPONDENT may also make presentations upon request, to the Boards of either of THE AGENCIES which occur according to a posted schedule, on a monthly basis. During the contract period, it is expected that the successful RESPONDENT will not make more than four (4) quarterly presentations during these meetings, representing an annual presentation to each Board.

Progress Reports: The successful RESPONDENT shall provide quarterly progress memos to THE AGENCIES' respective Project Managers. These reports will identify work accomplished, problems encountered during the past three months, methodology and timeline for resolving these problems and the activities planned for the upcoming quarter. These memos shall be provided to the Project Managers on the 15th of January, April, July, and October. The report can be mailed or e-mailed to the Project Managers.

Additional Project Reporting: The winning RESPONDENT will provide THE AGENCIES' respective Project Managers an updated database on a monthly basis, containing the data identified in Section 2-C, 6.

2-F Deliverables

All documents or quarterly reports provided as deliverables as outlined in this RFP, must be delivered to THE AGENCIES' respective Project Managers on the pre-established deadlines. Two (2) copies must be provided electronically as PDF documents or in Microsoft Office XP format or in hard-copy if requested by the Project Managers. No primary deliverable (e.g. reports, technical memorandums, data tables, etc.) may be delivered by e-mail only. All GIS data must be provided in ASCII or another mutually agreed upon format.

On a monthly basis, the selected RESPONDENT will provide a detailed report from the vanpool database, illustrating the various database metrics, as described in the Scope of Work.

2-G Detailed Work Plan

Within 10 working days of the award of the contract, the selected RESPONDENT will submit to the AGENCIES' respective Project Managers for discussion, review and approval, an adjusted technical work plan including the following:

- Detailed proposal outlining how the RESPONDENT proposes to handle coordination between how the between THE AGENCIES, and the existing MDOT vanpool provider. A statement demonstrating the RESPONDENT'S clear understanding of the importance of coordination and offering the transportation option that truly works best for the client must be included.
- Detailed implementation plan including an agreed upon timeline, critical tasks and responsibilities of both the selected RESPONDENT and THE AGENCIES
- Complete complaint process

- Finalized contracts to be given out to vanpool drivers and vanpool riders, complete with language that addresses the selected RESPONDENT's requirements to participate in the Vanpool and the rights of the selected RESPONDENT to ban a vanpool participant.
- The time-phases planned for deployment.
 - Within one week following the submittal of the detailed work plan, the selected RESPONDENTS representative will meet with THE AGENCIES' respective Project Managers to review the components of the work plan and to finalize the direction of the project.

2-H Proposal Requirements

In addition to the unique description of the Approach and Scope of Work, RESPONDENTS are required to address the following:

- Detailed written response to the Scope of Work describing the RESPONDENT's understanding of the services to be delivered.
- Proposed language for contracts to each vanpool rider and driver regarding their requirements to participate in the vanpool.
- Proposed language for the RESPONDENT'S process to remove and ban individuals from the vanpools.
- Examples of monthly and bi-monthly reports to be given to THE AGENCIES
- Pictures of both the interior and exterior of existing vans that THE RESPONDENT currently operates.
- A complete description of your insurance, fuel, and maintenance program.
- Statement that THE RESPONDENT agrees to work cooperatively with THE AGENCIES and the existing State vanpool fleet operators.
- Qualifications of the Primary RESPONDENT and each sub-contractor.
- Qualifications of the key individuals from each firm assigned to the project.
- A minimum of three (3) examples demonstrating your experience working on similar projects that occurred within the past two years. Each description of experience should include references including specific contact names, addresses, telephone numbers, fax numbers, and email addresses.
- DBE firms to be involved in the project.
- Statement of Agreement with each of THE AGENCIES' Standard Terms & Conditions and the RFP.

- Statement of agreement to adhere to THE AGENCIES' insurance to indemnify THE AGENCIES and hold them harmless.
- Statement of agreement to include in both the vanpool driver's and vanpool rider's contract to Indemnify THE AGENCIES and hold them harmless.
- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration ("FTA") and the Michigan Department of Transportation ("MDOT").
- Detailed implementation plan including timeline, critical tasks and responsibilities of both THE AGENCIES and THE RESPONDENTS.
- Additional Information and Comment – include any other information that is believed to be pertinent but not specifically asked for elsewhere.
- A description of the RESPONDENT's Quality Assurance Program.
- A detailed description of how the RESPONDENT will meet the designated vehicle maintenance standards per individual agency requirements.
- A list of any work that is to be sub-contracted and a description of the qualifications of the Prime RESPONDENT and each Sub-Contractor on the team.
- An organizational chart of the RESPONDENT and all Sub-Contractors.
- The name and telephone number of person(s) in the RESPONDENT'S organization authorized to negotiate/expedite the proposed contract with THE AGENCIES.
- Executed "Buy America," "Lobbying," and "Debarment, Suspension and other responsibility matters" certificates.

2-1 Cost of Project

RESPONDENTS must include the attached pricing sheet with their cost proposals. An electronic copy of the Cost Evaluation forms may be obtained at

<http://www.cata.org/AboutCATA/DoingBusinesswithCATA/tabid/85/ctl/BidDetails/mid/946/Default.aspx?BidId=56>

3-A FTA and MDOT Required Clauses

The RESPONDENT will comply with all relevant procurement and contract requirements of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”). For example see FTA Best Practices Procurement Manual, Appendix A.1 and FTA Circular 4220.1F.

The website address of the Federal Transit Administration is www.fta.dot.gov.

The website address of the Michigan Department of Transportation is www.michigan.gov/mdot.

The RESPONDENT shall furnish to THE AGENCIES upon request, certificates of compliance with all such laws, rules and regulations. The RESPONDENT shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance of the Contract.

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests by THE AGENCIES which would cause THE AGENCIES or the RESPONDENT to be in violation of FTA or MDOT terms and conditions.

3-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>.

3-C Compliance with Laws

The RESPONDENT shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, including, but not limited to:

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.

6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Debarment Certification per 49 CFR 29; Appendix D must be signed by RESPONDENT and included in proposal submittal.
9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix E must be signed by RESPONDENT and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix F must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

Upon request, RESPONDENT shall furnish to THE AGENCIES certificates of compliance with all such laws, rules and regulations. The RESPONDENT shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance outlined in this RFP.

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm.

3-D Ownership

All original documents, calculations, and work product produced by the RESPONDENT, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of THE AGENCIES. RESPONDENT shall have the right to retain a copy of such documents, calculations, and work product. RESPONDENT shall make available to THE AGENCIES copies of all RESPONDENT correspondence, notes, and other papers relating to the work, upon request of THE AGENCIES. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law RESPONDENT retains any intellectual property rights to any work product, RESPONDENT hereby irrevocably assigns and licenses to THE AGENCIES all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of THE AGENCIES' legal counsel to confirm this provision. The work product produced by RESPONDENT in the performance of services under this Agreement is intended for use by THE AGENCIES solely for the purpose intended. Any use or reuse of such work product by THE AGENCIES for any purpose other than its intended purpose shall be at the sole risk of THE AGENCIES and without any liability or responsibility of RESPONDENT. To the extent that the work product produced by RESPONDENT contains standard design or construction details or other standardized material previously developed by RESPONDENT in its professional architectural, engineering, and planning practices, then RESPONDENT shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of THE AGENCIES and without the payment of any compensation

to THE AGENCIES, provided that the reuse or continued use of such material contains no AGENCIES' identifying information or confidential information.

3-E News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written approval by THE AGENCIES, and then only in accordance with the instructions from THE AGENCIES' Executive Director.

3-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive proposal procedures, the RESPONDENT agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the RESPONDENT agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

3-G Complaints or Protests

CATA's Procurement Protest Procedures are available from CATA's Purchasing & Contracts Manager.

3-H Contractual Terms and Conditions

See attached Standard Terms and Conditions from each of THE AGENCIES for details.

APPENDICES

Appendix A: CATA Standard Terms and Conditions

Appendix B: AATA Standard Terms and Conditions

Appendix C: Prohibition of Discrimination in State Contracts

Appendix D: Assurances That Recipients and RESPONDENTS Must Make

Appendix E: Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion

Appendix F: “Buy America” Provision

Appendix G: Certificate Regarding Lobbying

Appendix H: Pricing Sheets for Cost Proposal

Appendix I: Minimum Van Specifications

Appendix J: CATA & AATA Preventative Maintenance (PM) Schedules

Appendix K: Bi-monthly Vanpool Participation Report

Appendix L: DBE Policy