

**REQUEST FOR PROPOSAL
FOR THE OPERATION OF THE
MORGAN COUNTY TRANSIT SERVICE**

November 2005

**MORGAN COUNTY BOARD OF COMMISSIONERS
155 EAST MAIN STREET - ROOM 216
McCONNELSVILLE, OHIO 43756
(740) 962-3183**

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NOTICE TO TRANSPORTATION PROVIDERS

**REQUEST FOR PROPOSALS FOR
PROVISION OF DEMAND RESPONSE
TRANSIT SERVICES**

The Morgan County Board of Commissioners is seeking proposals for the continued operation and management of its transportation program. The system will serve residents within Morgan County and provide transportation within the County and to selected locations in adjacent counties using three (3) County-owned vehicles. A nine-month contract will take effect beginning April 1, 2006 and will have renewal options for two additional years.

The deadline for receipt of proposals is 10:00am on December 23, 2005 at the location listed below. There will be a pre-proposal meeting held in the Morgan County Commissioners office at 2:00pm on December 5, 2005 to discuss questions regarding the Request for Proposal. Service and cost proposal packages should be submitted one original and two copies of each in separate, sealed envelopes labeled "Service Proposal for the Morgan County Rural Transit System (MCRTS)" and "Cost Proposal for the Morgan County Rural Transit System (MCTS)" and sent to:

Morgan County Commissioners
Riecker Building
155 East Main Street, Room 216
McConnelsville, OH 43756

Letters should include a contact name, address and phone number.

All Respondents are notified that disadvantaged and women-owned enterprises are encouraged to submit responses to this request. The Morgan County Board of Commissioners will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Request for Proposal packages are available by visiting <http://www.morgancounty-oh.gov> or by contacting Kelly Caldwell, Clerk, Morgan County Commissioners, 740-962-3183.

This project is funded in part by Federal funds through the Federal Transit Administration (FTA) through an operating grant under the 49 USC Section 5311, the Ohio Public Transportation Grant Program, and the Ohio Elderly and Disabled Transit Fare Assistance Program along with County local funds. The Morgan County Board of Commissioners retains the right to reject any or all proposals, and to withdraw this solicitation at any time. The Morgan County Board of Commissioners is an equal opportunity employer.

By order of the Morgan County Board of Commissioners.

Kelly Caldwell, Clerk

Publish: November 16, 2005

MORGAN COUNTY TRANSIT SERVICE

REQUEST FOR PROPOSAL

Definitions as used herein

- a. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- b. The terms "proposal and offer" means the price and services offered by the respondent in response to this RFP.
- c. The terms "Respondent" and "Proposer" mean the offerer or vendor responding to this RFP.
- d. The term "Contractor" refers to the Respondent(s) selected by the Morgan County Board of Commissioners to perform service under this contract.
- e. The term "Agency" means the Morgan County Board of Commissioners
- f. The term "ODOT" means Ohio Department of Transportation.
- g. The term "contract" means the legally-binding agreement between the Morgan County Board of Commissioners and the successful proposer (Contractor) to perform the services described in this RFP.

CONTACT PERSON

Questions regarding the RFP or requests for information should be directed to Ronald Moore, Board of Morgan County Commissioners, 155 East Main Street, Room 216, McConnelsville, Ohio 43756, 740-962-6587. No requests for information will be considered after December 23, 2005.

I. PROJECT DESCRIPTION

The Morgan County Board of Commissioners is seeking an interested, qualified Service Provider to provide demand responsive transit service to all areas of Morgan County, including providing access to, but not limited to, the adjacent counties of Washington, Muskingum, Athens, Perry, Noble, and Guernsey. All proposals must include the entire service and the services cannot be separated. Providers will provide a complete budget (blank form provided).

There may be a monthly service cap due to limited federal, state and local funds. Monthly caps not used can be carried over to the following months.

Three (3) light transit vehicles are owned by the Morgan County Board of Commissioners and used on this project. Based on projected data below, if additional vehicles are needed include number of vehicles and associated costs in proposal package on page 23. The Service Provider may need to supply additional vehicles. (See an attached vehicle roster, Exhibit 1). All County-owned vehicles will be used for Morgan County Transit Service only. Peak service may require additional vehicles beyond the number owned by the Morgan County Commissioners.

The successful vendor must provide driver and dispatch operations, vehicle maintenance activities and daily management of the entire system. The successful vendor must also provide office space for the dispatching operations as well as their management team.

The Service Provider will be responsible for meeting all requirements as specified in the contract including, but not limited to, employee standards and training, vehicle maintenance, safety, on-time performance, reporting, billing, insurance coverage, ADA, Bloodborne Pathogens, and Drug and Alcohol Testing compliance. The Service Provider must comply with all Morgan County Rural Transit Service's Policies and Procedures. The Service Provider must have a safety policy, customer service policy, personnel policy, drug & alcohol policy, driver's handbook and System Security and Emergency Preparedness Plan (SSEPP) in place.

Proposals should be based on the following information:

Passenger Trips: 5,000

Revenue Hours: 4,032

Revenue Vehicle Miles: 60,000

PROJECT BUDGET

An estimate of grant money available for this project will be between \$70,000 and \$100,000.

PROJECT DURATION

The Morgan County Board of Commissioners desires to sign a nine month contract, with a renewal

option for two (2) additional years per mutual agreement, initial period to begin April 1, 2006 and end December 31, 2006. Said contract will be authorized by ODOT and the FTA and in accordance with the standards and guidelines established by the Morgan County Board of Commissioners. Rates for the 2nd (2007), and 3rd (2008) years of the contract, if extended, may be renegotiated based upon the availability of Federal, State and local funds.

DETAILED SERVICE DESCRIPTION

Demand response service is currently provided to all areas of Morgan County. Service is also provided to Zanesville, Marietta, New Lexington, and Athens, Ohio. There will be one dedicated vehicle to accommodate out of county appointments each day of the week.

Scheduling is done on a first-come first-served basis and is operated 8.5 hours per day each weekday, with trips arranged and schedules prepared a day in advance. Hours of operation for the Morgan county service are from 7:30 a.m. to 5:00 p.m. with first pick up at 8am and last drop off at 4:30pm Monday through Friday, excluding the following eight (8) holidays: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Morgan County Service area covers approximately 400 square miles and has a population of fewer than 15,000. Open door contract service is available to agencies desiring to purchase transportation services. This service is made available to the extent that it does not interfere with regular service as described above. The open door mode allows the transit system to transport fare-paying ticket holders, as well as contract-paid passenger trips.

Use of the regular service is open to any individual who follows the correct procedure for scheduling a trip, and reports at the arranged time/place of trip origin.

The American with Disabilities Act requires that all passengers, including passengers requiring wheelchair accessibility, must have equivalent/comparable demand-responsive service. In-county fares range from \$1.25 to \$2.50 depending on number of miles. Fares will be reviewed periodically to reflect rising fuel costs. Out-of-county fares will be based on an hourly rate.

The successful Service Provider will provide management, dispatch operation of curb-to-curb, demand responsive service with twenty-four hours advanced notice for County locations. Same day service will be provided only if space and time allow. Vehicles with wheelchair lifts (provided by the County) are available. Service other than that described in this section and in the application must

have prior Morgan County Board of Commissioners and ODOT approval. There may be a monthly passenger service cap due to limited federal, state and local funds.

II. CONTRACTOR RESPONSIBILITIES AND SERVICE REQUIREMENTS

REIMBURSEMENT

The Service Provider will submit properly documented invoices as discussed in Accounting Records described below, not more than once a month for work actually performed. The Service Provider will be reimbursed on a fixed hourly rate on a monthly basis for regular service. All invoices will be accompanied by an explanation and justification for the funds requested. After reviewing and verifying invoices, Morgan County will process said invoices and remit payment within thirty days, providing state and federal grant monies have been received.

TRANSIT REVENUE

The revenue generated from MCRTS shall be considered the property of the Morgan County Board of Commissioners.

A weekly summary sheet of the preceding week will be sent to the County Commissioners' Office by 12:00 p.m. each Monday. Included will be trip miles, number of trips, number of riders, fares collected, contract revenue, no shows and denials.

The service provider shall repay receipts lost or stolen while in the possession of the service provider to the Morgan County Board of Commissioners.

ACCOUNTING RECORDS

The Service Provider will establish and maintain in accordance with requirements established by the Morgan County Board of Commissioners, ODOT, and FTA, separate accounts for the project, either independently or within its existing accounting system to be known as the "Project Account". The Project Account must be in accordance with ODOT, the FTA Section 15 chart of accounts. **All records will be based on a January 1 to December 31 calendar year.** All costs charged to the Project, including any approved services contributed by the Service Provider or others, will be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the Morgan County Board of Commissioners, ODOT, and FTA.

All accounting records will be retained for three (3) years following payment of the final invoice, or completion of the final audit, whichever is longer.

OTHER RECORDS AND REPORTS

The Service Provider will be responsible for properly maintaining separate records for the transportation services as deemed necessary by the Morgan County Board of Commissioners, apart from other records. Such records include daily summary reports, monthly and quarterly performance reports to Morgan County and performance reports submitted to ODOT as required. These performance reports must include financial, operating, inventory, and administrative reporting. The Service Provider will be responsible for submitting in-kind records to the Grantee on a monthly basis, and under no circumstances will the Service Provider include in-kinds as expenses on the

monthly invoices.

Morgan County will reimburse the Service Provider upon proper verification of actual service provided. Verification will be provided on a regular basis through the weekly summary report. Submission of dispatch and driver logs and maintenance files will also be provided upon request. Morgan County will withhold payment for services believed to be improper or which have failed to meet the service specifications.

ACCESS TO RECORDS

Morgan County, ODOT, FTA or their designee(s) will have access, at any time during operating hours, to the books, records and accounts of the Service Provider, pertaining to the Project. The Service Provider agrees to preserve and make available, for a period of three (3) years after payment of the final invoice, or after the annual audit, whichever are longer, any and all financial operations, administrative and maintenance records pertaining to the Project.

ACCESS TO KEY PERSONNEL

Morgan County, ODOT, FTA or their designee(s) will have reasonable access to key personnel including, but not limited to operations manager, dispatchers and drivers.

AUDIT AND INSPECTION

The Service Provider will permit Morgan County, ODOT and FTA, or their agent to inspect all vehicles, facilities, and equipment purchased by Morgan County, including those obtained through the Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Service Provider will submit an annual audit to Morgan County. The audit must be in compliance with OMB Circular A-133; Audits of State, local government and non-profit organizations. Costs incurred for such audits must be reasonable and consistent with industry standards.

The Service Provider agrees that Morgan County, ODOT and FTA will be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. The Service Provider further agrees to allow Morgan County to participate in the management of the Project, including, but not limited to, the hiring and appointment of Project personnel. Any overpayment to the Service Provider as may be determined by an audit, must be refunded to Morgan County and ODOT, and FTA.

REQUIRED INSURANCE COVERAGE

The Service Provider will maintain physical damage, collision, and liability insurance on all vehicles. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate. Said policy shall

name the Morgan County Board of Commissioners as a certificate holder. A copy shall be supplied to the Board of Commissioners prior to the effective date of the contract. The Service Provider will pay any deductible on such policies. Deductibles and self-insured retainers, if any, will be identified in the proposal. Proposers must also identify their insurance agents and underwriting company. Morgan County will be named as additional insured on all liability policies. All accidents and incidents must be reported to the Board of Morgan County Commissioners during the next business day.

Each insurance policy will contain the following clause: "It is agreed that these policies will not be canceled nor the coverage reduced until thirty (30) days after Morgan County has been notified in writing of such changes, reductions or cancellations." The Service Provider will provide proof of insurance coverage no later than ten (10) days prior to commencing service.

DISPATCHING/OFFICE STAFF

Personnel with dispatch capabilities will staff the operator's office from at least 30 minutes before the first scheduled pick up until at least 30 minutes after the final scheduled drop off. Each proposer must provide a detailed description of their dispatching capabilities and utilization plan for the above described service.

RESERVATIONS

Passengers, elderly and/or disabled and general public, are required to make reservations twenty-four hours in advance for next day service for Morgan County, and selected adjacent county locations. Same day service may be considered if time and personnel allow.

FARES

The fares are as follows:

- In-County: 0-8 miles-\$1.25, 8-12 miles-\$1.50, 12-16 miles-\$1.75, 16 or more miles-\$2.50
- Out-of-County: \$35.00/hr and \$17.50/hr downtime, each person charged individually

PERSONNEL

The Service Provider will be solely responsible for the provision of and satisfactory work performance of all employees as described in this RFP or any reasonable performance standard established by Morgan County, and will be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. The Service Provider will ensure that all safety sensitive employees have a negative pre-employment drug test. The Service Provider will comply with the requirements of employee liability, workers' compensation, unemployment insurance and social security. The Service Provider will notify Morgan County Board of Commissioners within twenty-four hours of the removal or reassignment of the Project Director or Operations Manager. The Service Provider and its employees, agents, representatives and all others working in concert with

the Service Provider shall not be considered to be employees of Morgan County.

The Service Provider will furnish the following personnel:

Project Director - Due to the critical role occupied by the position of Project Director, the Service Provider must identify the person chosen to fill the position, and provide a detailed resume of the individual's experience. The Project Director must be available, if requested, to be interviewed by Morgan County Commissioners. The Commissioners reserve the right to approve/disapprove the candidate of project director. The Project Director will be required to meet with Morgan County officials monthly to review and discuss the service. The Project Director will assist County personnel with compiling the required information for the County's preparation of the grant applications for funds from local, state and federal sources and assist the County in the generation of contracts in meeting its local cash needs for the transportation project.

Office Staff - The Service Provider will supply a sufficient number of employees to staff the office at all required times. The Service Provider will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The Service Provider must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.

Drivers - The Service Provider will be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. All drivers will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services. In addition, drivers who will be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver's License (CDL) and meet all CDL requirements. A written record from the Ohio Bureau of Motor Vehicles must be submitted for each driver. Drivers who do not meet the following minimum criteria may not participate in the Project:

- No more than one (1) moving violation per year for the past five (5) years.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- Under no conditions will a driver convicted of a felony or drug/alcohol offense be allowed to participate in the Project

Before a driver is permitted on the road driving, they will observe with another driver or trainer, 8 hours and also be familiarized with safety procedures including evacuation of the vehicles; drivers will be trained on the proper use of wheelchair lifts and wheelchair tie downs before being put out on the road alone.

All drivers must receive the following training & review the following policies before transporting any passengers and must have a sign off sheet verifying such:

- Personnel Policies
- Operations Manual
- Customer Service Policy
- Safety Policy
- Drug & Alcohol Policy
- Hepatitis C - Vaccination

All drivers must receive or have received the following training within 12 months of hiring:

- Sensitivity training (including DRIVE Training),
- Defensive Driving (including behind the wheel practice),
- System Security & Emergency Preparedness Plan Training (SSEPP) and

Within 1 month of hiring drivers must receive the following training:

- One hour of Drug & Alcohol training.

Drivers will receive refresher courses as set by ODOT.

Drivers will be required to maintain vehicle logs for each day of service. Logs will include scheduled and actual pick up and drop off times, beginning and ending mileage, driver hours, no shows, and other pertinent information.

Existing Employees have the right of first refusal.

VEHICLES

There are three (3) vehicles available for service. Except for normal wear and tear, vehicles will be returned to Morgan County in the same condition as the Service Provider received them. The County, upon request from the proposer, will provide the vehicles for inspection at a location, date, and time of the County's choice. Morgan County's vehicles are listed on Exhibit 1.

All vehicles shall be equipped with additional items as required by ODOT, including, but not limited to, first-aid kit, flares, and bloodborne pathogen kit.

SAFETY INSPECTIONS

The Service Provider will perform routine daily vehicle safety inspections prior to beginning the day's service. Vehicles failing this inspection will not be used until the reason for failure is corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The County may inspect vehicles at any time and may bar a vehicle from

service until the problem(s) discovered is/are corrected.

LICENSING

All vehicles are the property of the Morgan County Board of Commissioners, titled to the Morgan County Board of Commissioners and licensed by the Morgan County Board of Commissioners. In no way will these vehicles be used for purposes other than those obtained within this contract without the express written permission of the Morgan County Board of Commissioners.

MAINTENANCE

All vehicles will be maintained at the Service Provider's expense in accordance with the manufacturer's specifications. Vehicles will be kept clean, inside and out. Service records must be kept and made available for all vehicles. Proposers will describe how and where the vehicles will be maintained, and any maintenance system or procedure that may be used.

DAMAGE

All damages to vehicles will be repaired within thirty (30) days of occurrence in a high quality manner, regardless of cause. The County shall be notified during the next business day, of any accidents and be provided with a copy of the accident report.

RADIOS

Two-way radios shall be supplied to the Service Provider for each of the vehicles. The Service Provider shall perform all installation and repair of radios. The Service Provider shall be responsible for the cost of any repairs to radios, including parts and labor, subsequent to initial installation in the vehicles.

The Service Provider will be required to abide by procedures for the use of the radios as established by MCRTS. Failure to abide by MCRTS procedures shall lead to progressive actions to be determined by the MCRTS Director.

PERFORMANCE MEASUREMENTS

The County is planning on updating the MCRTS's goals, objectives, and performance measures in the near future. The selected provider will be expected to meet the monthly performance measurements in a reasonable amount of time.

PHASE-IN OF SERVICE

Proposers must describe how they will accomplish the start-up of the service, including notifying the general public of the service and the time frame involved.

COMPLAINT PROCEDURES

The Service Provider is required to have a written customer complaint procedure. The procedure will include a classification for all complaints and the Service Provider will be responsible for contacting the complainant and addressing the complaint. All complaints and staff action taken in regard to the complaint will be documented, saved, and used for planning and review purposes. All complaints, resolved and unresolved, shall be forwarded to the Board of Morgan County Commissioners.

FUELS AND MATERIALS

The Service Provider shall supply all fuel, lubricants, parts and materials required for the performance of the Project.

ATTENDANTS

The Service Provider is not required to provide attendants, but the Service Provider must allow an assisting aide to ride without payment when providing services for someone unable to travel by him or herself. The Service Provider will not be reimbursed for aides.

PENALTIES

At this time, penalties have not been established for not meeting performance goals. In the future, if incentives and/or penalties are established, the service provider will be expected to assist the County to ensure that any incentives/penalties are fair and reasonable.

III. SUBMISSION OF RFP

PROPOSAL SUBMISSION

All proposals must be accompanied by a cover letter, signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete. Also, indicate how much time will be required from notification of the award until start-up.

Three copies of the Proposal are to be received by the Board of Morgan County Commissioners, Riecker Building, 155 East Main Street, Room 216, McConnellsville, Ohio 43756, on or before December 23, 2005 at 10:00 am. The clock in the Grants office shall be the correct time. Proposals received after the deadline will not be considered and will be returned to the proposer. Proposals may be withdrawn or modified prior to the due date.

All proposals submitted and not withdrawn shall be binding upon the proposer for a period of sixty (60) days after the due date.

All information contained in the proposal must be legible and any corrections or erasures must be identified. An authorized representative of the Service Provider must sign each proposal. Expenses incurred in developing a response to this RFP are borne entirely by the proposers.

All proposals and supporting documents become public information after the completion of negotiation and a Service Provider has been selected, unless confidentiality is specifically requested and justified by the proposer.

SELECTION PROCEDURES

A selection committee appointed by the Morgan County Board of Commissioners will review and analyze each response. Proposals will be evaluated based upon the following criteria, but not limited to:

- Preclusion from proposing (Federal, State, local)
- Proper documents submitted and executed/signed/notarized
- Meet proposal deadline

Technical Criteria and personnel experience		
Operations Manager	total available points	20
Disadvantage Business Enterprise	total available points	10
Reliability and financial stability of company	total available points	20
Understanding of the overall project & Organizational structure	total available points	10
Maintenance approach	total available points	10
Safety and risk management plan	total available points	10
Cost	total available points	<u>20</u>
		100

Interviews and/or negotiations may be conducted with each or any of the respondents. As illustrated, cost will be considered, but is not the determining factor for a contract award. After the interviews or negotiations, Morgan County Commissioners will award a contract to the proposer, which, in its opinion, has made the best offer, with concurrence from the Ohio Department of Transportation.

Morgan County Commissioners reserve the right to accept or reject any or all proposals.

Project Schedule for RFP

November 7, 2005, legislation passed by the Morgan County Board of Commissioners authorizing the advertisement for a Contractor to operate the Morgan County Transit System. (Res. No. 04-1428)

November 16, 2005, advertise through the news media that Morgan County is accepting proposals and the Request for Proposal packets are available through the Morgan County Commissioners' Office.

December 5, 2005, pre-proposal meeting held in the Morgan County Commissioners office at approximately 2:00pm.

December 23, 2005, 10:00am deadline for submittal or proposals to the Morgan County Commissioners' Office.

January 16, 2006 ODOT to review prior to award.

February 3, 2006, deadline to the Morgan County Commissioners' Office to notify Contractor of the award of contract.

February 6, 2006, Morgan County Commissioners to make award announcement.

April 1, 2006, date for the implementation of the new Contract to operate transit service within Morgan County.

Conditions For Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by Morgan County within this proposal document. Morgan County reserves the right to reject any proposal, which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. An authorized respondent must sign the proposal cover letter and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal is borne entirely by the Proposer.

3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a sealed envelope to provide confidentiality of the proposal information prior too the proposal opening. All proposals and supporting proposal documents become public information after award or rejection of all proposals and are available for inspection by the general public.

4. Accuracy of proposal: Each proposal is publicly opened and the name of Proposer is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Respondent will complete the contract. In case of numerical discrepancy, unit costs shall prevail.

5. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated on the cover sheet:

Board of Morgan County Commissioners
c/o Kelly Caldwell
Riecker Building
155 East Main Street, Room 216
McConnelsville, OH 43756

The Proposer's Service Proposal should be submitted and labeled "Service Proposal for the Morgan County Rural Transit System." The Proposer's Cost Proposal should be submitted under separate cover from the Service Proposal and shall be labeled "Cost Proposal for the Morgan County Rural Transit System."

6. Addenda: All changes in connection with this proposal will be issued in the form of a written addendum and sent to all known Respondents not less than two (2) days prior to the proposal due date. Signed acknowledgement of receipt of each addendum must be submitted with each proposal. Oral instructions clarifications, and additional information supplied by Morgan County representatives are not binding.

7. Late proposals and modification or withdrawals: Proposals received after the deadline designated in this proposal document shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal opening. All such transactions must be submitted in writing and received prior to the proposal opening.

8. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the Proposer for sixty (60) calendar days after the proposal opening.

9. Safety: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

10. Disclaimer of liability: Morgan County will not hold harmless or indemnify any Contractor for any liability whatsoever.

11. Holding Harmless: The Contractor agrees to protect, defend, indemnify and hold Morgan County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgements of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

12. Law governing All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Ohio.

13. Anti-discrimination clause: No Respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

14. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.

15. Cancellation of contract: (1) Morgan County, reserves the right to cancel any contract resulting from this procurement for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or Morgan County. Cancellation with documented cause shall include forfeiture of all or part of any contract security mechanism (withholding, performance bond, etc.), which equals the damage created by failure to complete the contract. (2) Morgan County may terminate any contract resulting from this procurement, in whole or part, whenever Morgan County shall determine that such termination is in the best interest of Morgan County. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, Morgan County shall pay the agreed rate only for services delivered up to the date of termination. Morgan County has no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to Morgan County within seven (7) days of the date of termination.

16. Subletting of contract: The contract derived from this RFP shall not be sublet except with the written consent of the Morgan County Board of Commissioners. No such consent shall be construed as making Morgan County a party to such subcontract, or subjecting Morgan County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract. And the Morgan County Board of Commissioners

must approve all transactions with Morgan County.

17. Assignment/transfer of interests: There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of the Contractor under the contract derived from this RFP without the prior written approval of Morgan County.

18. Licenses, permits, and taxes: The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

19. Regulatory requirements: The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

20. Equal opportunity The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended.

21. Responsible firms: Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

22. Morgan County reserves right: Morgan County reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of the proposals. Upon further analysis of need and analysis of costs resulting from responses to this proposal, Morgan County reserves the right to award or reject any portions of the proposed system.

23. Lack of funds clause: Should Morgan County fail to appropriate funds for this contract, said contract shall be terminated, at no charge to Morgan County, when existing funding is exhausted. In such instance, Morgan County will provide thirty (30) days advanced notification to the Contractor.

24. Dispute resolution: If any private providers in the area have a complaint or dispute involving the Morgan County Rural Transit System (MCRTS), they should submit in writing, the nature of the complaint to the Morgan County Board of Commissioners within thirty (30) days of the occurrence. The Board of Commissioners will review the complaint and mail their response to the private provider within fifteen (15) days of submission. All complaints unresolved at the local level will be submitted to ODOT for a final decision.

The transit operator will address disputes or complaints by patrons of MCRTS immediately. If the situation cannot be resolved at this level, an appeal by the patron, in writing, may be made to the Morgan County Board of Commissioners, who has fifteen (15) days to review and resolve the complaint. All complaints unresolved at the local level will be submitted to ODOT for a final decision.

25. Protest procedure: Any dispute/protest resulting from the procurement of this proposal or the process leading up to the procurement of this proposal shall be brought to the attention of the Morgan County Commissioners, in writing not more than five (5) days after the award of said contract. The

County Commissioners will respond in writing to the complaint, if necessary.

26. Disadvantaged Business Enterprise: The Morgan County Board of Commissioners adheres to all FTA Disadvantaged Business Enterprise requirements.

27. Buy America: The Contractor shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

28. Severability: In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

29. Conservation: The selected Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

30. Environmental Violations: For all contracts and subcontracts in excess of \$100,000, the selected Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The selected Contractor shall report violations to FEDERAL TRANSIT ADMINISTRATION (FTA) and to the US EPA Assistant Administrator for Enforcement (EN0329).

31. Interest of Members of or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising therefrom.

32. Cargo Preference: 46 U.S.C. 1241(b)(1) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to the contract arising from this procurement.

33. Davis-Bacon Act and Copeland Act : The selected Contractor shall comply with the provisions under the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the Department of Labor regulations (29 CFR, Part 5). The Contractor shall also comply with the provisions under the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).

34. Publication, Reproduction, and Use of Material: No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any country. Agency and FEDERAL TRANSIT ADMINISTRATION (FTA) shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the

contract.

35. Debarred, Suspended, or Ineligible Contractors: The Proposer certifies by submission of a response to this RFP (proposal), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local department or agency.

36. Independent Price Determination: The Proposer certifies by submission of a response to this RFP (proposal) that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or that of any other Proposer, or to fix the proposal amount herein or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against the Morgan County Board of Commissioners or any person interested in the proposed contract.

37. Lobbying Restrictions: The Proposer certifies by submission of this RFP that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form - ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

IV. SUBMITTAL PACKAGE

The following forms must be completed and submitted to be considered as a candidate for work described in this RFP. Attach additional sheets as necessary, clearly marked for easy reference by the evaluation committee. A total of three (3) proposal packages must be submitted.

Submittal Checklist

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- Original plus two (2) Copies of proposal
- Separate cost and technical proposals in sealed envelopes
- Completed submittal forms package (including the following attachments)
- Description of organization
- Credit references
- Managers' resumes
- Proposed subcontractor's consultants
- DBE certification or plan
- Statement of insurability
- Cover letter
- Signed acknowledgements signifying receipt of addenda
- Signed form for the records/insurance check
- Proposal Page
- Statement of Proposer (property taxes)
- Non-Collusion Affidavit
- Proposal Bond
- FTA Master Agreement compliance

IV. SUBMITTAL PACKAGE CONTINUED

1 General Information and Qualifications

1.1 Identification of Respondent

Name of Organization:

Business Address:

Telephone Number:

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

1.3 Legal Status of Organization: (Check one)

For-profit corporation or joint venture corporation

For-profit partnership or sole proprietorship

Non-profit corporation Public agency Other (identify)

1.4 Description of Organization

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

1.5 Credit References

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

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

Yes No

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

1.7 Managers for this contract

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

Daily Manger:

Corporate Manager:

Phone:

Phone:

Anticipated portion of time Daily Manager will devote to this project _____%

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

1.8 Proposed subcontractors and consultants.

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

1.9 Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 as a for-profit concern: (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Check the appropriate status of Respondent's business:

DBE _____ Small Business _____ Neither DBE or Small Business _____

Attach DBE and Small Business certification documents, if applicable. If Respondent organization is not classified as a DBE firm, describe how Respondent expects to meet Agency's DBE goal. Attachments should be labeled "1.9- DBE Status."

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

Yes _____ No _____

If yes, give details below.

1.11 Service References

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

Service Reference #

Firm Name:

Street:

City, State, Zip Code:

Contact Person:

Telephone Number:

Length of Service: (dates)

Maintenance Program

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

Driver Standards

Please describe Respondent's current hiring standards and training and safety programs for drivers; if different from the guidelines as stated in this RFP, please describe the program planned for hiring, training and safety under this contract. Also, include the names of agencies to be utilized in the sensitivity and defensive training portions as required.

Facilities

Presently the Morgan County Board of Commissioners does not provide a facility. The successful contractor must provide office space for the operations of the Morgan County Rural Transit System. At the present time, the vehicles are parked outside. The rent, water, sewage, sanitation, gas, electric and phone will be the responsibility of the Contractor. Please provide addresses and physical descriptions of the facility and whether the Respondent plans to rent, buy or sublet a facility to be used in the project, which must meet the County's standards.

Service Description

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

Implementation and Management Plan

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

Safety Policy and Emergency Procedures

In this section, the Respondent should state the company policy on safety and also describe procedures for handling emergency situations and the existence of company policy for System Security and Emergency Preparedness Plan that meets ODOT requirements.

COST SUMMARY

Service Providers are to use the following Cost Summary form for submitting the proposed cost for operating the Project as described in the RFP.

COST SUMMARY

ASSUMPTIONS

Vehicles Hours of Service
Vehicles Miles of Service
Passenger Trips
Farebox Revenue

EXPENSE CATEGORY:

Labor: **Management**
 Dispatching
 Drivers
 Maintenance
 Miscellaneous*
 Subtotal
 Fringe Benefits

Materials and supplies:

Fuels and Lubricants
Tires and Tubes
Vehicle Parts
Office Supplies
Miscellaneous*
Subtotal

Services:

Professional
Custodial
Technical
Miscellaneous*
Subtotal

Insurance
Rents and Leases
Advertising
Travel and Meetings
Depreciation
Utilities
Taxes
Other
Fee (profit)

TOTAL COST

***Define miscellaneous items**

COST SUMMARY page 2

If less than 100% of the cost of an item will be used for MCRTS, please submit a cost allocation plan with your proposal, i.e. if only 50% of a facility is used by MCRTS, then only 50% of the cost of the facility should be charged to MCRTS.

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

Respondent: _____

Person Completing Proposal: _____

Title: _____

Signature: _____

Date: _____

PROPOSAL PAGE

TRANSPORTATION SERVICES

MORGAN COUNTY, OHIO

I, or we, _____, having carefully examined the Request to Proposers, Specifications, and the Proposal and Cost Summary Forms, are completely familiar with all of the Definitions in said Specifications for Transit Services as adopted by the Morgan County Board of Commissioners, Ohio, and also having reviewed the County and toured it to become completely familiar with all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary to provide a demand responsive transportation service within Morgan County and transportation to adjacent counties as set forth in said Instructions and Specification. Said service will be performed beginning January 1, 2006, for the attached amounts to-wit: (Attach the cost summary sheet .

The undersigned, _____, agrees that the County reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of the Morgan County Board of Commissioners.

The undersigned also agrees that if this Proposal is accepted by the County, he/she will be prepared to start transit services within the County on January 1, 2006, and within ten (10) days after said acceptance and Notice of Award complete the execution of the Contract with the County and that he/she will post a Surety Bond for the faithful performance. Said Bond will be executed by a responsible Surety Company acceptable to the County and to be 50% of the proposal, said Bond will be furnished in this amount for the length of the Contract and in the event of Legal Determination of Breach of Contract, said Bond will be forfeited as liquidated damages; and that he/she will also submit the required \$1,000,000.00 Public Liability and Property Damage Insurance certificate.

**TRANSIT PROPOSAL FORM
PAGE 2**

TOTAL PROPOSAL IN WORDS

TERMS

DATE: _____

SIGNED: _____

NAME: _____

TITLE: _____

COMPANY:

ADDRESS:

PHONE:

FAX:

LIST ANY ITEMS THAT YOU FEEL MAY BE NECESSARY TO EXECUTE THE CONTRACT THAT HAVE NOT BEEN LISTED IN THE PROPOSAL PACKAGE.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____, Being first duly sworn, deposes and says
that he/she is _____ (sole owner, partner, president, secretary, etc.)
of _____, the party making the foregoing proposal
or proposal; that such proposal is genuine and not collusive or sham; that said proposer has
not colluded, conspired, connived, or agreed, directly or indirectly with any proposer or
person, to put in a sham proposal, or that such person shall refrain from proposing, and has
not in any manner, directly or indirectly, sought by agreement or collusion, or communication
or conference, with any person, to fix the proposal price of affiant or any other proposer, or to
fix any overhead, profit or cost element of said proposal price, or of that of any other proposer,
or to secure any advantage against the Morgan County Board of Commissioners, Ohio or any
person or persons interested in the proposed contract; and that all statements contained in
said proposal or proposal are true; and further, that such proposer has not, directly or
indirectly, submitted this proposal, or the contents thereof, or divulged information or data
relative thereto to any association or to any member or agent thereof.

Affiant

SWORN to and subscribed before me
this _____ day of
20__.

Notary Public in and for
_____ County,
My Commission Expires

EXHIBIT 1

Vehicle Roster

Morgan County Rural Transit

VEHICLE INVENTORY						
QUANTITY	MANUFACTURER	MILES	YEAR	CAPACITY	ACCESSIBLE	FUEL
1	Supreme	0*	2006	8 + 1 WC	Yes	Gasoline
1	Supreme	131,848**	2000	10 + 2 WC	Yes	Diesel
1	Supreme	183,766**	1999	10 + 2 WC	Yes	Gasoline

*Vehicle to be delivered November, 2005.

**Odometer reading December 31, 2004

EXHIBIT 2

Equipment Inventory List

EXHIBIT 3

System Brochure

EXHIBIT 4

Daily Summary Sheet

I. FTA MASTER AGREEMENT

The FTA Master Agreement is available at the following internet address:

www.fta.dot.gov/library/legal/agreements/2003/ma.pdf

If the proposer is unable to access the FTA Master Agreement through FTA's website, please contact the Board of Morgan County Commissioners for a hard copy.

**PROVIDERS MUST INDICATE THEIR ADHERENCE TO THESE REQUIREMENTS
AS PART OF THEIR CONTRACT**

The proposer agrees to comply with all requirements set forth by the Federal Transit Administration per this master agreement.

Proposer

Signed

Date