

**REQUEST FOR PROPOSAL**  
**FOR**  
**TRANSIT MANAGEMENT SERVICES**

**DATE OF RFP: February 28, 2020**

# *City of Spartanburg*

Procurement and Property Division

Post Office Drawer 1749, SC 29304-1749 P (864)-596-2049 F (864) 596-2365

## **Legal Notice Request for Proposal Transit Management Services**

**February 28, 2020**

**NOTICE IS HEREBY GIVEN:** The City is seeking proposals from qualified transit management companies to manage and operate the SPARTA for three or more years. The City is interested in a company that will **increase the cost effectiveness of the service by better aligning services to the needs of city residents by growing the system in a manner that reduces the percentage of cost born by the city general fund, increasing transit system ridership, developing cost containment initiatives, emphasizing quality service, cooperating with other transportation providers, marketing the system, and implementing other improvements to the enhance fixed-route public transit in Spartanburg.** Moreover, the City is looking for a company that will grow the system through increased revenue options, enhanced passenger image, ridership and increased visibility in the community. At the City's direction, the management company will be expected to participate in local, state and federal efforts to improve and coordinate the delivery of public transit services on a countywide or regional basis.

Furthermore, the City is seeking a company skilled in integrating the transit system into a network of community service through partnerships with other entities. The City is also interested in a company that understands and is strongly committed to using public transportation as means to enhance economic development efforts in Spartanburg.

### **Proposal No: 1920-03-31-01**

The City of Spartanburg reserves the right to reject any and all Bids or to waive any informality in the bidding. Bids may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidder(s), prior to awarding of the Contract.

Proposals must be submitted as instructed. All proposals must state the full and correct name of the company. The corporate seal must be affixed along with the full and correct name and the capacity of the individual authorized to submit the proposal. A two-envelope system will be used for the RFP. Proposers are instructed to submit their Company Profile and all other documentation in one envelope and Costs in the second envelope. The proposals will be initially evaluated on the contents of the Company Profile and all other documentation. Only the qualified proposers will be evaluated on their Costs submissions. The person signing the proposal must initial any erasure, corrections, or other changes appearing in the proposal. One (1) original plus three (3) copies of the proposal must be submitted to the City by **March 31, 2020 by 3:00 p.m.** Any requests for explanation or clarification must be addressed by email or submitted in writing to the City Procurement's Office no less than 10 days before the scheduled proposal due date. Email address is [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **March 31, 2020 by 3:00**, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for **bid opportunities**.

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg  
P. O. Box 5107  
Spartanburg, S. C. 29304

Attn: Procurement and Property Division

**The following Proposal Number must be placed on the left corner of the outer envelope in order for the bid to be stamped in as accepted on time:**

**Proposal No: 1920-03-31-01**

## **Section 1. Purpose and Background**

The City of Spartanburg (“City”) with a population of 37,644 is located in the Upstate Region of South Carolina. The City has become the economic hub of the southern portion of the Piedmont Plateau. The area of the City covers approximately 20 square miles. Although the City is limited in its ability to expand, it provides services to a much larger population. The City's climate, natural assets, and economic diversity have combined to reinforce the City's role as a regional center for both the State of South Carolina and the Southeastern Region of the United States.

The City has provided public transit services since 1992 after taking over the service from Duke Power Company. Since that time, a third-party Proposer has provided management and operation services under an agreement with the City. Since July 1, 1992, A.T.E. Management and Service Company Inc. or its successor/predecessor has been operating the transit service under contract with and on behalf of the City of Spartanburg. A.T.E. Management and Service Company created a local subsidiary, Transit Management of Spartanburg, Inc., to operate the service – Spartanburg Area Regional Transit Authority (“SPARTA”). The Spartanburg City Council is the policy-making body for this service.

SPARTA currently operates eight fixed routes primarily within the City limits with a few routes extending into the urbanized areas of Spartanburg County. Fixed route service is provided Monday through Friday from 6:00 a.m. to 6:00 p.m. on eight routes totaling approximately 301,600 miles annually. Saturday service is provided on four of these eight routes from 10:00 a.m. to 6:00 p.m. totaling approximately 286,256 miles. Ridership for FY19 (July 1, 2018 – June 30, 2019) was 373,978.

SPARTA operates from 2 locations. The first is a downtown passenger center near the center of downtown. In addition to typical passenger amenities, security and access to Greyhound’s inter-city service is provided on site. The second location is an operations and maintenance center on the outskirts of the city. This facility houses the administrative offices, training, as well as vehicle support and maintenance services necessary for passenger service.

The City is seeking proposals from qualified transit management companies to manage and operate the SPARTA for five years plus five one year options. The City is interested in a company that will **increase the cost effectiveness of the service by better aligning services to the needs of city residents by growing the system in a manner that reduces the percentage of cost born by the city general fund, increasing transit system ridership, developing cost containment initiatives, emphasizing quality service, cooperating with other transportation providers, marketing the system, and implementing other improvements to the enhance fixed-route public transit in Spartanburg.** We have recently completed a Comprehensive Operational Analysis which we plan to implement over the next several years. Moreover, the City is looking for a company that will grow the system through increased revenue options, enhanced passenger image, ridership and increased visibility in the community. At the City’s direction, the management company will be expected to participate in local, state and federal efforts to improve and coordinate the delivery of public transit services on a countywide or regional basis.

Furthermore, the City is seeking a company skilled in integrating the transit system into a network of community service through partnerships with other entities. The City is also interested in a company that understands and is strongly committed to using public transportation as means to enhance economic development efforts in Spartanburg.

## **Section 2. General Proposer Requirements**

The transit management company must use its best efforts to employ all currently employed full-time and part-time bus operators. Additionally, the transit management company must recognize the existing labor agreement (Exhibit A) effective July 1, 2019 through August 30, 2020 (continuing as is until notice is given otherwise) between the full-time operators and SMART (Sheet Metal, Air, Rail, Transportation) Local 1596. The transit management company must also recognize the right of the union to negotiate labor agreements in the future. The transit management company will provide the necessary employee compensation data (hours worked, leave taken, etc.) timely pursuant to a schedule provided by the City. The City will be responsible for providing and distributing payroll checks or pay stubs to the management company on an agreed upon schedule.

The requirement to protect transit employees is contained in Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act). Section 5333(b) specifies that the arrangements must provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

The transit management company will assure that, in its operation of the system, it will comply with all terms and conditions of the Federal Transportation Administration and the State of South Carolina and grant agreements between those agencies and the City, and all federal, state, and local laws and regulations which may apply.

The transit management company will provide a general manager and other personnel necessary to manage SPARTA. The general manager must be able to oversee the daily operations of the transit system. A bachelor's degree and minimum of five years of increasingly responsible experience in public transportation including at least three years experience in managing a public transit system is required of the general manager or comparable requisite experience as determined by the City. The resume of the proposed manager should be included in the response to this solicitation.

### **Bonds and Insurance**

At its sole cost and expense, the transit management company will furnish to the City all necessary fidelity and surety bonds to protect, save, hold harmless, and indemnify the City of Spartanburg against dishonesty, fraud, or theft by any officer or" employee of the company. Coverage for each employee shall be in the amount of \$250,000 per employee per occurrence.

The management company must further provide liability insurance to cover any and all torts arising out of the operation of the Spartanburg transit system. General Liability Coverage will be in the amount of \$2,500,000 per occurrence, \$2,500,000 General Aggregate and the City will named as an additional insured. An annual certificate of insurance verifying coverage and a hold harmless agreement to protect the City against all torts arising from the operation of the Spartanburg transit system by the transit management company must also be provided. The transit management company will provide Automobile liability and physical damage insurance coverage for all vehicles

operated by SPARTA and Transit Management and owned by the City. Auto Liability limits required are \$2,500,000 Combined Single Limits for Bodily Injury and Property Damage and the City of Spartanburg will be named as an additional insured. A certificate of insurance shall be presented to the City's Risk Management Office at least 30 days prior to the effective date of coverage and implementation of the contract. The transit management company will be responsible for reporting to the City any and all claims involving bodily injury, property damage or physical damage.

A performance bond in the amount of \$250,000 is also required. An irrevocable letter of credit from a bank acceptable to the City in the required amount may be substituted for the performance bond.

The transit management company must also provide workers' compensation in the amount of statutory limits for its employees. Sufficient coverage must also be provided to protect the City against claims resolving its ownership of SPARTA while the management contract is in force. If the proposer has an experience modification for workers' compensation insurance, this experience modification must be disclosed. The transit management company must be conversant in safety programs (including employee training programs,) accident reporting and litigation support.

**All other exposures to loss in the operation of the bus system are contractually transferred to the transit management company of this RFP effective 12 a.m. on July 1, 2020.** As such, the transit management company will be expected to carry the insurance coverages specified of this RFP effective that time/date. **In addition, each coverage must name the City of Spartanburg as an additional named insured.**

#### **A. Overview of Proposer Responsibilities**

- (1) Increase the cost effectiveness of the service by better aligning services to the needs of city residents.
- (2) Grow the system in a manner that reduces the percentage of costs born by the city general fund.
- (3) Pursue increased funding from state, federal, and other sources.
- (4) Develop and recommend schedules, levels of service, route planning, service policies and fares.
- (5) Respond to the City's request for service changes and recommend service changes which will increase ridership.
- (6) Increase ridership and curtail overall cost.
- (7) Manage system and related facilities.
- (8) Supervise all transit personnel.
- (9) Negotiate and administer labor contracts.
- (10) Provide a qualified General Manager and other personnel the Proposer deems necessary
- (11) Provide employment training, and, where necessary, retraining of all personnel necessary to operate the system; maintain personnel records and policies.
- (12) Maintain all records and reports as required by City, State and Federal regulations.
- (13) Sample, collect and analyze data for NTD surveys.
- (14) Provide any pay authorizations with supporting documents, reports and statements required by the City, State and Federal governments.
- (15) Assist the City with preparing and managing Federal (currently Section 5307 and Section 5309) grants and State grants.
- (16) Exhibit knowledge regarding state of the art/cutting edge technology, environmental information that may lead to cost savings.
- (17) Assist City of Spartanburg with development and maintenance of a quality public relations and marketing program.

- (18) Assist the City in preparing the Transit Development Plan, the Bicycle/Pedestrian Plan and surveys and other studies as may be required.
- (19) Maintain all equipment and facilities to acceptable City and Federal Transit Authority (“FTA”) standards.
- (20) Prepare specifications for all equipment and supplies to be purchased.
- (21) Prepare annual and five-year capital and operating budgets for City approval.
- (22) Provide all services in a timely manner.
- (23) Provide maximum service to citizens at minimum cost.
- (24) Adhere to all FTA Regulations and Guidelines as it pertains to employees and the implementation of programs and systems to accommodate same.

**Debarment, Suspension and Other Responsibility Matters** — Any person who is debarred, suspended or voluntarily excluded may not take part in a Federally-covered transaction, either as a participant or a principal during the period of debarment, suspension or voluntary exclusion. Accordingly, neither FTA nor its recipients may enter into any transaction with such debarred, suspended or voluntarily excluded persons during such period. A certification process has been established by 49 CFR, Part 29 as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a Federally-assisted project. Each proposer must provide to the City as part of the proposal a signed certificate, found in *Attachment B*, Required Forms, in compliance *with* 49 CFR, Part 29.

**Increasing Transit System Ridership** — The transit management company must be able to document decision authority and methods which were used to increase ridership in past work experience. **All other exposures to loss in the operation of the bus system are contractually transferred to the transit management company of this RFP effective 12 a.m. on July 1, 2020.** As such, the transit management company will be expected to carry the insurance coverages specified of this RFP effective that time/date. **In addition, each coverage must name the City of Spartanburg as an additional named insured.**

**Cost Containment** — The transit management company must be able to demonstrate ability to contain or reduce costs while increasing transit ridership. The successful proposer will be accountable for all costs relating to the transit system. The successful proposer must be able to quickly respond to City directives to add or cut service and to estimate the costs/savings of proposed changes.

**Transportation and Operations** — This consists of routing, scheduling, maintenance of equipment and facilities, and performance monitoring and planning. The transit management company must show experience with fixed route service and paratransit service, including an in-depth knowledge of the Americans with Disabilities Act (ADA) especially as this Act applies to transit.

**Personnel Experience** — This consists of employee hiring, training, safety, compensation, labor relations and labor contract negotiations.

**Customary Financial Management Services** — This consists of purchasing, accounting, budgeting and planning. Compliance with FTA regulations, including assisting in preparation of NTD reports, assisting the City to apply for and administer FTA grants and administering Disadvantaged Business Enterprise (DBE) and third party contracting is required.

**Operating Budget Preparation/Maintenance** — The transit management company must show experience in producing complete financial statements which include extensive system performance

measurements.

**Grants** — The transit management company will assist the Finance Division in preparation, administration and closeout of Federal grants. Also, the proposer must show knowledge of FTA project management requirements,

**Laws and Regulations** — The transit management company must demonstrate comprehensive knowledge and implementation in these areas: FTA, Title VI compliance, DBE, NTD, Equal Employment Opportunity Program Guidelines, Triennial Review, ADA responsibilities, Drug and Alcohol Policy Implementation, Clean Water Clean Air Act, Energy Policy and Conservation Act, and Lobbying restrictions. The transit management company must also be conversant in alternative fuels, EPA hazardous materials regulations and commercial drivers' licensing requirements. See Exhibit B.4 Certification of Compliance with Federal Laws and Regulations.

**Capital Programs** — This includes the ability to project system capital needs, create specifications for rolling stock and transit-related equipment, prepare requests for bids, analyze bids, prepare purchase contracts and monitor quality control.

**Management** — The Management is very important to the City. The City will expect Management to work closely with the City staff and the Proposer will consult with the City as to recommendations of qualifications of key staff members.

The selection and appointment of the initial general manager is the management company's responsibility. However, the City reserves the right to request changes in this key position if it determines a change is in the best interest of the service. Should the general manager become disabled for a period of greater than 30 days, the management company shall secure a qualified person to fill the position. The replacement will be subject to the advice and consent of the City. The general manager must reside in Spartanburg County. The response to this solicitation should also list any other management personnel available to the City of Spartanburg including a brief resume and area of expertise.

## **B. Support and Technical Service**

The transit management company will provide technical and consulting assistance to City staff and Mayor & City Council members as reasonably required in the efficient and effective operation of the transit system. The assistance may include, but is not limited to:

- (1) General Operations and Training
- (2) Safety and Training (Driver Training, Mechanic Training, etc.)
- (3) Public Information
- (4) Service Planning, Scheduling, and other Policy Recommendations
- (5) Administration and Management
- (6) Loss Control
- (7) Employee Relations and Labor Negotiations
- (8) Equipment Maintenance
- (9) Purchasing and Inventory Control
- (10) Equipment Specifications



### **C. Equipment**

The City will provide buses and other vehicles necessary for the operation of the SPARTA system to the transit management company. The transit management company will have full care, custody, and control of the vehicles while carrying out its duties, but the transit management company will not acquire ownership of the fleet, capital assets, and passenger amenities. The City of Spartanburg will retain ownership of the fleet, capital assets, and other passenger amenities necessary for the operation of the SPARTA system. The management company must provide the appropriate personnel to maintain and repair the City owned transit fleet. Currently, the fleet consists of the following:

- One (1) 2013 Gillig Phantom LF Hybrid, purchased 5/16/13
- Two (2) 2012 Gillig Phantom LF, purchased 3/28/12 and 4/1/12
- One (1) 2012 Gillig Phantom LF Hybrid, purchased 4/30/12
- One (1) 2012 Goshen Coach, purchased, purchased 3/8/12
- Three (3) 2017 Gillig, purchased 1/30/17
- Three (3) 2019 Gillig, purchased 7/22/19
- One (1) 2002 Chevy S10
- One (1) 2005 Chrysler
- One (1) 2006 Ford Crown Vic
- One (1) 2010 Big Ford Van
- One (1) 2010 Ford F450

Specific maintenance services to be provided include but are not limited to:

- (1) Manpower Scheduling and Labor Productivity
- (2) Training
- (3) Maintenance Procedures/Scheduling
- (4) Preventative Maintenance
- (5) Record Keeping
- (6) Inventory Control
- (7) Safety
- (8) Bus Signs
- (9) Bus Cleaning
- (10) Equipment Needs Assessment

The management company will not make any substantial alterations to any of the above equipment without the consent of the City.

### **D. Budget**

The transit management company will submit an annual operation and capital budget for SPARTA for approval by the City Council. It will be the responsibility of the management company to operate within the established budgetary guidelines. The current capital and operating budget for the Transit System is \$1,933,513.

The transit management company will support the financial management services provided by the City necessary for the City to remain in compliance with federal, state, and local reporting requirements. This reporting includes, but is not limited to, monthly reports to the City on revenues

and expenditures, providing cash management through the collection, deposit, and report of fares and other revenues into City accounts. The City will provide the necessary operating funds, banking services, a management fee, and capital projects processing along with inventory oversight. The City will also include the transit system in the City's annual financial audit.

### **Transit Management Fee**

The proposal shall include all transit management charges, fees, and salaries necessary to provide the services outlined in the RFP including general management, support and technical services. Please provide this information in detail including all positions and their respective proposed salaries. The City will provide an operating budget.

### **E. Holidays**

SPARTA observes the following days/holidays when no transportation is provided:

- (1) Sundays
- (2) New Year's Day
- (3) MLK Day
- (4) Memorial Day
- (5) Fourth of July
- (6) Labor Day
- (7) Thanksgiving Day
- (8) Christmas Eve
- (9) Christmas Day

The management company selected by the City will be expected to implement strategies to expand ridership that are working elsewhere or have worked for the company in past while curtailing costs. The management company will, with the approval of the City Manager, have the flexibility to change service characteristics of the system in order to increase ridership.

## **SECTION 3. CITY RESPONSIBILITIES**

### **A. Oversight and Funding**

The City will determine the level of transit service and provide funds to support the operations of SPARTA. The City Manager's Office will be responsible for ensuring that the policies of the Spartanburg City Council are carried out by directing the activities and overseeing the performance of the management company.

All revenues including grants, fares, advertising, and other income arising from the operation of the transit system shall be the property of the City. The transit management company will be responsible for collecting and safeguarding all passenger fares. Fares will be counted and deposited daily at the financial institution designated by the City's Finance Office.

### **B. Facilities, Equipment, Licenses and Funding**

Payment for services resulting from this solicitation will be made on a monthly basis. The terms of which will be negotiated with the transit management company.

**C. Facilities and Equipment** — The City will provide all office space, equipment, supplies, telephone services, utilities, maintenance facilities and other services necessary for the General Manager, other recommended staff and/or management, and transit personnel to operate the system.

**D. Licenses** — The City will provide for all permits and licenses necessary to operate the system, excluding the Business License fee that will be required of the winning bidder.

**E. Working Funds** — The City will provide adequate working funds to be deposited in an operating account for the operation of the system. All revenues derived by the system become the property of the City and will be deposited into a separate account. All accounts, books and data will be subject to review and/or audit by City personnel.

**F. Insurance** — The City of Spartanburg purchases and maintains property coverage on structures that house the transit system.

The transit management company also purchases employment-related acts coverage to insure against employment related litigation.

## **SECTION 4. INSTRUCTIONS TO PROPOSER**

### **A. No Pre-Proposal Conference**

There will be no pre-proposal conference. The City reserves the right to request presentations by any proposing firm in order for the Selection Committee to ask questions and have the opportunity to fully understand all aspects of the most responsive proposals. If the Committee elects to do so, it may request presentations by all firms or any number of firms including only one.

### **B. Transition Plan**

The management company should submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the date of the Contract Award through the first full month of system operations under the Contract. The time schedule must provide for the transition to the new Contract on **July 1, 2020**. The present transit service Proposer has the option to provide a transition plan.

### **C. General Information**

The City of Spartanburg, as an equal opportunity employer, hereby notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, gender, color, creed or national origin, religious creed or veteran status, in consideration for an award.

It is the policy of the City to provide minorities and women equal opportunity for participation in all aspects of the City's contracting programs. The recipient of this contract will comply with the Minority and Women's Business Enterprise Plan of the City, as amended from time to time.

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, will have the maximum opportunity to participate in the

performance of the contract to be derived from this RFP. Since the contract will be financed in whole or part with federal funds, DBE requirements in 49 CFR, Part 23 apply to this contract.

By submitting a proposal, the proposer shall be deemed and authorized the City to contact past and present officials and shall be deemed to have requested all past and present officials to provide information about the proposer, its performance, and any related matters.

The undersigned certifies that only the persons or parties interested in the proposal as principals are those named therein, and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned is obligated to inform the City upon submission of proposal if the company is or has been included on any federal, state, or local list of disapproved or debarred public Proposers.

The City Manager's Office is acting in an administrative capacity for the issuance of this Request for Proposal and contract management. This office will play the major administrative role in the review of proposals and the selection of the transit management company.

Proposals will be opened publicly and the name of the proposers read aloud. The remaining contents of the proposals may be reviewed and rated by an Evaluation and Selection Committee.

The City reserves the right to reject any and all proposals and to negotiate with any firm in a manner considered appropriate to satisfy the intent of this RFP in the best interest of the City.

#### **D. Term of Contract**

A five (5) year contract may be awarded with the potential of five (5) optional one (1) year extensions. However, the City shall reserve the right to reduce the initial term in the unlikely event that local policy decisions result in consolidation of the system with another provider and/or a shift to a regional governance structure.

The management company will report administratively to the City Manager or his designee.

#### **E. Sealed Proposal Opening at City Bid Opening**

Proposals must be submitted as instructed. All proposals must state the full and correct name of the company. The corporate seal must be affixed along with the full and correct name and the capacity of the individual authorized to submit the proposal. A two-envelope system will be used for the RFP. Proposers are instructed to submit their Company Profile and all other documentation in one envelope and Costs in the second envelope. The proposals will be initially evaluated on the contents of the Company Profile and all other documentation. Only the qualified proposers will be evaluated on their Costs submissions. The person signing the proposal must initial any erasure, corrections, or other changes appearing in the proposal. One (1) original plus three (3) copies of the proposal must be submitted to the City by March 31<sup>st</sup> at 3:00 p.m. Any requests for explanation or clarification must be addressed by email or submitted in writing to the City Procurement's Office no less than 10 days before the scheduled proposal due date. Email address is [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

## **SECTION 5. EVALUATION FACTORS**

Award of the contract will be made to the management company whose proposal is most advantageous to

the current and potential transit ridership in the City of Spartanburg. Qualifications, experience and other factors will be considered. **THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO RE-ADVERTISE. DISADVANTAGED BUSINESS ENTERPRISES ARE ENCOURAGED TO PARTICIPATE IN THIS SOLICITATION, AND WILL NOT BE DISCRIMINATED AGAINST ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN, OR DISABILITY.** The evaluation will include the following weighted scoring factors in priority order:

- 30%** General Manager and other proposed personnel qualifications and experience
- 25%** Proposer firm experience at increasing ridership at this or comparable systems while keeping costs within the approved budget
- 15%** Support documentation for workability of proposal for increasing ridership and curtailing costs
- 10%** Background of company, number of systems currently under contract and depth of resources
- 10%** Understanding of the transit needs of the City of Spartanburg
- 10%** Management fee cost

Evaluation of proposals and selection of a management company will be made by:

- Finance & Budget Director
- Procurement and Risk Manager
- Financial Analyst

The City may negotiate a management contract with the management company on the basis of the original proposal. Additionally, the management company must make available for interview the prospective General Manager and other proposed employees authorized to commit on behalf of the management company.

**Proposal Evaluation Process.** Screening, evaluation and selection of the Transit Management Service Proposer will take place through the process described below:

**Step 1: Initial Screening to Determine if Responsive**

Proposals received will be screened by the Procurement Division to determine if they are responsive - i.e., contain all of the required submittals as outlined in the RFP (including federal certifications.)

**Step 2: Selection Committee review of Proposals and Scoring**

The Selection Committee receives proposals deemed responsive.

Each Committee member reads all purportedly responsive proposals *as well as* the technical evaluations to make a final determination as to the responsive proposals.

Each member subsequently scores each proposal against the established criteria except the Management fee cost criteria outlined in the Evaluation Factors section. Members are to prepare a brief narrative addressing the strengths and weaknesses in each area and a summary of their overall rating.

The final criteria to be considered is the Management fee cost criteria at which time the 2<sup>nd</sup> envelope will be opened.

As part of this process, the Selection Committee may decide to do the following - all for the purpose of producing a complete and fair evaluation of each proposal:

- Ask for clarifications and/or additional information from proposers.
- Check references.

### **Step 3: Discussion of Member's Scores, Determination of Competitive Range and Further Steps**

The Selection Committee will meet and discuss the individual scores from all members and their summaries.

Proposals may be eliminated from further review if they are technically unacceptable (qualifications, experience or approach) or their proposal price is much higher than prices of other technically acceptable proposals.

A decision will be made whether to: recommend awarding the contract without further discussion to the Proposer that the Committee feels is most advantageous to the program, and totally meets all requirements; interview Proposers within a competitive range to further evaluate their proposals; negotiate with proposers within a competitive range to obtain modifications to certain elements of proposals.

If a decision is made to hold interviews, at a minimum, the proposed General Manager and other key proposed personnel authorized to commit on behalf of the transit management company shall be present at such an interview.

If a decision is made to negotiate, The transit management company will be requested to submit "best and final offers." Such offers shall include any modifications made to Proposals. A deadline for receiving offers will be identified and discussed with Proposers.

### **Step 4: Evaluation of Best and Final Offers (optional)**

The Selection Committee will review "best and final offers" and conduct a final evaluation of Proposals. Each member will score the proposals based on the established criteria.

### **Step 5: Finalization of Recommendation**

The Selection Committee will meet and discuss the scores and summaries and make a decision as to which proposal is the most advantageous to the City, based on the RFP Evaluation Criteria.

### **Step 6: Recommendation to City Council**

The Evaluation and Selection Committee will select a transit management company including the rationale for the recommendations and will make a recommendation to the City Council.

Technical questions should be submitted to:

Dennis R. Locke, **Finance & Budget Director**  
(864) 596-2119 [dlocke@cityofspartanburg.org](mailto:dlocke@cityofspartanburg.org)

Carl F. Wright, **Procurement & Risk Manager**  
(864) 596-2790 [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org)

Technical questions will be summarized and a written response will be prepared and emailed promptly to all the firms who are potential respondents.

**THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR TO WAIVE ANY INFORMALITY IN THE QUALIFICATIONS PROCESS. PROPOSALS MAY BE HELD BY THE CITY FOR A PERIOD NOT TO EXCEED SIXTY (60) DAYS FROM THE DATE OF THE OPENING OF PROPOSALS FOR THE PURPOSE OF REVIEWING THE PROPOSALS AND INVESTIGATING THE QUALIFICATIONS OF PROSPECTIVE PARTIES, PRIOR TO AWARDING OF THE CONTRACT.**

## **Section 6. Information to be Provided by Proposer Responsibilities**

The transit management company is requested to supply the following information in its proposal:

### **A. History of Firm/Client Listing**

Provide sufficient information to establish that your firm has a clear understanding of transit needs in the City. Provide a brief history of the firm, describing experience, size, organizational structure and location. Provide a complete description of your company's current involvement in urban transit properties wherever it is currently under contract. Provide a list of current clients. Include length of time your firm has served each client. Describe type and size of service provided. Include a client contact, with telephone number and email for each client.

### **B. Detailed Proposal of Changes**

Provide a detailed proposal of changes you are prepared to implement as quickly as possible upon assuming management of the system and significant evidence that your company has had experience implementing the types of changes you recommend and evidence that these changes are effective. Provide the names of contacts where these services are currently being employed by your firm. If your firm does not currently operate other systems, but has used effective methods in the past to increase ridership and curtail costs, please provide documentation on where and when they were used to support the effectiveness claims. The City will supply any available information you may need to develop strategies to meet this requirement.

### **C. Marketing and Advertising Proposal**

Provide specific changes the transit management company would make to enhance the image of transit service in Spartanburg and improve customer relations. Additionally, please address marketing and advertising strategies which you can demonstrate have been effective. For specific examples, include a contact person with telephone, FAX number (where available) and email address.

### **D. Financial Statements**

The response to this RFP should also include the financial statements for the company's two most recent fiscal years. If a financial statement is not available, documentation of the financial stability of the company must be provided.

### **E. Transition Plan**

Proposer must provide a detailed description of how it would take over the operation and management of transit system and related facilities from the current operator *if applicable*. The

narrative should start at contract award and proceed through the entire transition period until the new operation is established. Time frames should be included.

#### **F. Maintenance Plan**

Proposer is requested to provide a maintenance plan for the care of the transit system's vehicles.

#### **G. Compliance with Laws and Regulations**

The Proposer should also provide information on previous and existing compliance by the Proposer with applicable laws and ordinances related to the Proposer's current and prior contracts in operating transit systems.

Each Proposer must comply with all applicable federal, state, and local laws and regulations and include the forms attached as Attachment 1.

- a. Certification Regarding Lobbying Pursuant to 49 CFR Part 20.
- b. Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters.

#### **H. Supplemental Information**

Proposer may include additional information such as promotional brochures, letters of recommendation, newspaper articles, etc. to support the submission requirements of this RFP.

### **Section 7. Protest Procedures**

See Exhibit C.



**EXHIBIT A**  
**LABOR AGREEMENT**

Available upon request

## EXHIBIT B

### PROPOSER'S CHECKLIST

**Please pack your proposal in the follow order:**

1. Proposal Cover Letter (see *Attachment B.1*)
2. One (1) original plus three (3) copies of your bid proposal
3. *Attachment B.2: Transmittal Memo* (place in Proposer Bid Envelope)
4. *Attachment B.3: Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matter* (place in Proposer Bid Envelope)
5. *Attachment B.4: Certification of Compliance with Federal Regulations*
6. *Attachment B.6: List of Assets*
7. General Manager's Resume
8. Assistant General Manager's Resume if applicable.
9. Proposal for Increasing Ridership and Curtailing Costs.
10. Statement of the background of the company, number of systems currently under contract and depth of resources.
11. Statement of the perceived transit needs of Spartanburg and description of proposed innovations to meet the perceived needs.
12. Completed *Attachment B.5: Management Fee Proposal* (place in Proposer Bid Envelope)
13. Statement of experience with previous marketing campaigns, as well as their results in increased ridership, name recognition of the system and other positive impacts of the campaigns (please list and describe each campaign separately)
14. History of Firm/Client Listing
15. Detailed Proposal Changes
16. Financial Statements
17. Transition Plan
18. Maintenance Plan
19. Marketing and Advertising Proposal including

**Attachment B.1  
Proposal Cover Letter**

The undersigned, \_\_\_\_\_ hereby submits its Proposal to provide Professional Transit Management Services to the City of Spartanburg South Carolina, pursuant to the Request for Proposals/Transit Management Services, Spartanburg, (the "RFP"). The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if the City of Spartanburg South Carolina, awards the Contract to the undersigned and is executed and delivered to the City of Spartanburg South Carolina, herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and the City of Spartanburg, South Carolina. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the RFP including, but not limited to, the RFP Successful Proposer Responsibilities, Solicitation Instructions and Conditions, the General Conditions and the Management Fee Proposal, all as described in the **RFP**.

WITNESS WHEREOF, the undersigned has duly executed and delivered this

Proposal Cover Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Attachment B. 2  
Transmittal Memo**

1. Legal Name of Proposing Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_
  
2. Specify Public or Privately Owned: \_\_\_\_\_
  
3. Name of Proposed General Manager: \_\_\_\_\_
  
4. Name of Proposed Assistant General Manager Maintenance Director (if applicable):  
  
\_\_\_\_\_
  
5. Name, Address, Telephone Number of Person to Contact for Additional Information:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, State \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address \_\_\_\_\_
  
6. Name, Address, Telephone Number of Person to Contact if Bid is Awarded:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, State \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address \_\_\_\_\_
  
7. A Brief Description of the transit management company Organizational Capability to Carry Out the Project:

**Attachment B.3**  
**Certification of Primary Participant Regarding Debarment,**  
**Suspension and other Responsibility Matters**

The Primary Participant (potential successful proposer for a major third party contract) certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- e) The Primary Participant (potential successful proposer for a major third-party contract) also certifies that, if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the City.
- f) If the Primary Participant (potential third-party successful proposer) is unable to certify to all statements in paragraphs (1) and (2) of this certification, it shall indicate so in this proposal and attach a written explanation to this certification.

Authorized Signature: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B.4**  
**Certification of Compliance with Federal Regulations**

The successful Proposer certifies to the best of its knowledge and belief, that it and its principals will be required, and hereby agrees, to comply with all applicable federal laws and regulations, including, but not limited to the following (note: attached forms or certifications must be completed):

**1. ENERGY CONSERVATION REQUIREMENTS**

The Proposer agrees to comply with 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.

**2. CLEAN WATER REQUIREMENTS**

The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Proposer agrees to report each violation to the FTA and the appropriate EPA Regional Office.

The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA).

**3. LOBBYING**

Proposers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

**4. ACCESS TO RECORDS AND REPORTS**

The Proposer agrees to maintain all books, records, accounts and reports required under any awarded contract for a period of not less than three years after the date of termination or expiration of any awarded contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until *TRANSIT SYSTEM NAME*, the FTA, the Comptroller General, or any of their duly authorized representatives, has disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

## **5. CLEAN AIR**

The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. § 7401 *et seq.* The Proposer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

a. The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Proposer acknowledge and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to any awarded contract and shall not be subject to any obligations or liabilities to any other party (whether or not a party to that contract) pertaining to any matter resulting from such contracts.

The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Proposer who will be subject to its provisions.

## **7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which such contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in

part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-Proposer who will be subject to the provisions.

## **8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Any person who is debarred, suspended or voluntarily excluded may not take part in a Federally-covered transaction, either as a participant or a principal during the period of debarment, suspension or voluntary exclusion. Accordingly, neither FTA nor its recipients may enter into any transaction with such debarred, suspended or voluntarily excluded persons during such period. A certification process has been established by 49 CFR, Part 29 as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a Federally-assisted project. Each proposer must provide to the City as part of the proposal a signed certificate, found in *Attachment B*, Required Forms, in compliance with 49 CFR, Part 29.

## **9. PRIVACY ACT**

The following requirements apply to the Proposer and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Proposer agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government. The Proposer understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Proposer also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **10. CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer



agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the policy of the City to provide minorities and women equal opportunity for participation in all aspects of the City's contracting programs. The recipient of this contract will comply with the Minority and Women's Business Enterprise Plan of the City, as amended from time to time.

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, will have the maximum opportunity to participate in the performance of the contract to be derived from this RFP. Since the contract will be financed in whole or part with federal funds, DBE requirements in 49 CFR, Part 26 apply to this contract.

## **12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the transit system to be in violation of the FTA terms and conditions.

## **13. ENVIRONMENTAL PROTECTION**

The Proposer agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

## **14. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)**

The Proposer agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Proposer also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

Authorized Signature: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B-5  
Management Fee Proposal**

The proposal shall include all transit management charges, fees, and salaries necessary to provide the services outlined in the RFP including general management, support and technical services.

Time Period	Management Fee
July 1, 2020 June 30, 2021	\$
July 1, 2021 June 30, 2022	\$
July 1, 2022 June 30, 2023	\$
July 1, 2023 June 30, 2024	\$
July 1, 2024 June 30, 2025	\$
July 1, 2025 June 30, 2026	\$
July 1, 2026 June 30, 2027	\$
July 1, 2027 June 30, 2028	\$
July 1, 2028 June 30, 2029	\$
July 1, 2029 June 30, 2030	\$

Authorized Signature: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B-6  
List of Assets**

Vehicle ID	Model or Manufacturer	Procurement Source	Description
4168	Cummins	Cummins-Allison Corp.	Coin counter/sorter with printer
4187	Stertil Koni	Heavy Duty Lift	Mobile Lift System
	GFI Odyssey Farebos System	GFI Genfare	Automated Farebox Systems
	Model 53-DS	Star	Brake Lathe
	Model 0029	Ross & White	Automatic Bus Wash
4255	Petrovend	Southern Pump and Tank	Fueling System
		OMI	10 Ton Crane System
	Firestorm 10,000	Highland Tank & Mfg Co	10,000 gallon fuel tank
	Axis P3344-V	VTS Security	Video Security System
3876	HP Design jet 5500PS	Hewlett Packard	Wide format Printer
3801	Powerboss TSS82	Powerboss	Diesel lot scrubber
3811	Gestetner DSM 620	Gestetner	Copier
3812	John Deere Mower	John Deere	Riding Lawn mower
3811	Lanier Color Printer	Lanier	Color Printer
4088	Coats 6000	Carroll Tire Co	Tire Changer
4132	Stationary Vault	GFI Genfare	Vault
4146	Vendstar III	GFI Genfare	Ticket Vending Machine
4188	Pressure washer	Industrial Cleaning Equipment	Portable Pressure Washer
4189	Server	Dell	Server
4220	Network Switch	Thomas Glover Assoc	Network Switch
4216	Back up Device	Thomas Glover Assoc	Back up Device

## EXHIBIT C

### PROTEST PROCEDURES

#### Authority to Resolve Protested Awards – Actual Bidders-Proposers

- a. Any actual bidder or Proposer who is aggrieved in connection with the intended award or award of a contract shall protest to the City Manager in the manner stated under Subsection “b” of this section within ten (10) calendar days of the date of notification of award posted in accordance with this policy.
- b. **Protest Procedure:** A protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and relief requested with enough particularity to give notice of the issues to be decided.
- c. **Authority to Resolve Protest:** The City Manager in coordination with, and under the advisement of the City Attorney, shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an actual aggrieved bidder, offeror, or a Proposer concerning the award of a contract.
- d. **Decision:** If the protest is not resolved by mutual agreement, the City Manager in coordination with the City Attorney shall issue a decision in writing within ten (10) days after receipt of the protest. The decision shall state the reasons for the action taken.
- e. **Notice of Decision:** A copy of the decision under Subsection “d” of this section shall be mailed or otherwise furnished immediately to the protestant and any other intervening party.
- f. **Failure to Render Timely Decision.** If the City Manager does not issue the written decision required under Subsection “c” of this Section within a reasonable time after written request for a final decision or within such longer period as may be agreed upon by the parties, then the Proposer shall proceed as if an adverse decision has been received.