

REQUEST FOR PROPOSAL: RFP 05-EXP-2022  
MANAGEMENT/OPERATIONS/MAINTENANCE  
EXPRESS BUS, SHUTTLE BUS, VANPOOL  
PUBLIC TRANSPORTATION SERVICES



RELEASED October 24, 2022

DUE January 13, 2023

**REQUEST FOR PROPOSALS**

**Contract Provider for PART Express Bus, Shuttle Services and Vanpool, Management/Operations/Maintenance**

October 24, 2022

Dear Service Provider:

The Piedmont Authority for Regional Transportation (PART) located in the State of North Carolina is accepting Proposals from qualified firms for the Management/Operations/Maintenance of the PART Express Bus, PART Express Shuttle and the Maintenance services for the PART Regional Vanpool Fleet. The requirements for submitting a Proposal are stated within the following Request for Proposal (the "RFP").

Please review the enclosed carefully. This RFP is developed with the intent of meeting Procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government. Details are described herein, and should be followed accordingly.

All Proposals are due to the **Piedmont Authority for Regional Transportation, 107 Arrow Road, Greensboro, NC 27409**, no later than **January 13, 2023 at 5:00 p.m.** One (1) signed and duly executed original, one (1) digital and five (5) printed copies of Proposal responses should be submitted in a sealed box or opaque envelope plainly marked as follows:

**Request for Proposals**


**Attention: Andrew Sowers, Grants and Procurement Specialist**

**(Name of Company Submitting Proposal)**

**Contract Provider for PART Express Bus and Shuttle Services, Management/Operations/Maintenance**

RFP questions must be directed to Scott W. Rhine, 107 Arrow Road, Greensboro, NC 27409, per the enclosed instructions. Email communication should be directed to [andrews@partnc.org](mailto:andrews@partnc.org), and copied to [scottr@partnc.org](mailto:scottr@partnc.org). All communication must be submitted in writing, and all request and responses may be shared to all interested parties. PART is an Equal Opportunity/Affirmative Action Employer that does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.

Sincerely,



Scott W. Rhine  
PART CEO/General Manager

cc: Chris Robbins, PART Director of Commuter Operations  
Thomas E. Terrell, Jr., PART Legal Counsel  
Andrew Sowers, PART Grants and Procurement Specialist

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PART Express Transit Route Maps and Schedules are available for viewing and reference via [www.partnc.org](http://www.partnc.org)

**RFP Contracting Agent Information:**

Scott W. Rhine  
PART CEO/General Manager  
Piedmont Authority for Regional Transportation  
107 Arrow Road  
Greensboro, NC 27409  
(336) 662-0002  
[scottr@partnc.org](mailto:scottr@partnc.org)

**RFP Managing Associate: (copied)**

Andrew Sowers  
Grants and Procurement Specialist  
Piedmont Authority for Regional Transportation  
107 Arrow Rd.  
Greensboro, NC 27409  
(336) 662-0002  
[andrews@partnc.org](mailto:andrews@partnc.org)

## 1. INTRODUCTION

PART is seeking a qualified Service Provider to propose management oversight, maintenance and operate with its own employees, a combination of local and commuter express bus services throughout the Piedmont Triad Region. The Service Provider(s) will utilize a PART fleet of vehicles for the PART Express Public Transit Services. The Coble Intermodal Transportation Center (CTC) will be available for the Service Provider at 8310 W. Market Street, Greensboro, NC 27409 to operate the proposed services for the agencies service area. A minimal annual lease will be incorporated into the contractual agreement of \$1 per year for the use of these facilities. A separate lease agreement will be included with this contract for the roles and responsibilities of the Service Provider for inhabiting the space of both the CTC passenger facility and the CTC maintenance and operations facility. Both of these facilities were constructed and opened for public use in 2017/18. The Service Provider will be financially responsible for all expenses related to inhabiting, utilizing, and functioning from the CTC including, but not limited to utilities, cleaning, trash, landscaping, IT Management and prorated telecommunications expense and associated facility and equipment repairs.

The transit services to be provided are for PART Express Fixed Route and Shuttle Services. The selected Service Provider shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, efficient, and reliable transportation of passengers that utilize PART Express.

In December 2020 the current operator workforce for the incumbent Service Providers driver workforce voted by majority vote to join Teamster Union Local 391. A Collective Bargaining Agreement (CBA) has been finalized at the time of this RFP release, and the driver workforce may have union representation for the drivers that are employed by the awarded contractor for this RFP. Also, as of the release of this RFP the maintenance staff have NOT joined a union organization and the dispatchers/supervisors and management staff also do NOT have union representation. The employment of personnel in relationship to unionized workforce is a decision of the Service Provider and associated CBA agreements may be a responsibility of the awarded contractor.

The Piedmont Authority for Regional Transportation (PART) is a Regional Transportation Authority created under enabling legislation approved by the North Carolina General Assembly. As such, PART and related governance is similar to City/County governments of North Carolina. The PART Board of Trustees have been meeting regularly since the inaugural meeting on October 6, 1998. The members are comprised of the Mayor or designated City Council representative of the four (4) largest cities, the chairs of the four (4) Metropolitan Planning Organizations, a member of each of the nine (9) Boards of County Commissioners, representatives of the two (2) Airport Authorities and two (2) members of the North Carolina Department of Transportation (DOT) Board of Transportation.

All PART Express services are open to the public and are ADA-accessible for elderly and disabled persons in compliance with local, state, and federal law. The chosen contractor(s) is responsible to adhere to all applicable laws. Any failure to adhere to rules, regulations, and laws may result in a financial penalty and termination of contract conditions.

### 1.1 GENERAL DESCRIPTION OF TASKS

Work associated with this RFP shall include, but not be limited to, the following tasks:

- The Service Provider(s) shall be responsible for all preparations necessary to begin operation of the services including identification of needed maintenance tools and associated equipment and related personnel by July 1, 2023.
- The Service Provider shall be responsible for hiring, training, and management of related personnel. All personnel shall be drug tested in accordance with a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, documented procedures shall be established, an aggressive safety program shall be developed, facilities and equipment prepared and maintained, routes and schedules fine-tuned, driver run cuts, and all other activities required for Service Provider start up performed by July 1, 2023 if awarded contract.
- The Service Provider(s) shall coordinate, manage, and control all necessary service activities, which shall include, but not be limited to:
  - a) Operating all services to the levels and standards required as described throughout this RFP.
  - b) Providing drivers, supervisory, maintenance, managerial and administrative personnel.
  - c) Establishing all employment policies related to Service Provider's personnel, including Unionized workforce CBA as required under Section 5333b pending operator workforce hiring.
  - d) Development and implementation of driver training and testing programs;
  - e) Development and implementation of administrative, safety and security procedures, performance statistics, and financial records.
  - f) Development and implementation of methods to maximize service efficiency and reliability.
  - g) Performing all activities associated with the maintenance of facilities and equipment required for the operation of the system. This shall include maintenance and inspection of other equipment provided by PART. (e.g., MDT, APC, Camera system components, Modems, Antennas, etc.)
  - h) Performing operational planning, scheduling, blocking, run-cutting and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct problems.
  - i) Executing data collection and gathering services as requested by PART.
  - j) Providing ticket windows and call intake staff for after hours and weekend call intake when PART Call Center staff is not available.
  - k) Managing farebox cash collection and coordinated contractual service for armored vehicle cash depositing to PART designated account.
  - l) Implementing all federally required programs such as FTA Drug and Alcohol Testing and ADA Compliance, NTD reporting requirements and providing required insurance coverages.
- PART Express passengers pay the Service Provider with cash or by showing valid PART tickets on each trip. The PART agency implemented mobile faring into the system in 2018. Many riders utilize the mobile



faring App or Smart Card through Cubic (ie., UMO). The Service Provider will load financial value to smart cards for customers at our CTC passenger facility ticket window and the Service Provider will return all revenue collected to PART as required by law, and in accordance with PART financial system internal controls fare collections and loading funds to Mobile Faring accounts.

## 2. DEFINITIONS

PART has defined, but reserves the right to redefine through written addenda, the following terms for the purposes of this RFP and procurement process:

- a) The term “Agreement” or “Contract” means the agreement for the operation of PART Express Transit services between PART and the successful Proposer in this procurement.
- b) The term “Solicitation” means the RFP used to procure public transportation services.
- c) The term “Proposal” refers to a written document submitted by a Proposer in response to this RFP, and will be used as the basis for contractual obligations, commitments and execution.
- d) The term “Contracting Agent” means the PART CEO/General Manager, or designee.
- e) The term “Managing Associate” means, PART’s Grants and Procurement Specialist, or their designee, responsible for the administration of this RFP.
- f) The term “Prospective Proposer” means any person who receives the RFP from the Contracting Agent of managing associate named in this RFP.
- g) The term “Interested Party” means any person who is an actual or prospective Proposer or who has economic interest in the award of the Contract or the failure to award the Contract.
- h) The term “Best and Final Offer” or “BAFO” means the final, written Proposal made by a Proposer in response to a request by PART after the conclusion of discussions with Proposers, and submitted by the date and time specified in PART’s request.
- i) The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- j) The term “Transit Operations Director” means the PART Director of Commuter Operations, or the person identified by PART as responsible for public transit daily services.
- k) The term “Service Provider” means the service and/or prime contractor preparing and submitting the RFP and selected for service operation.
- l) The term “Contractor” means the service and/or prime contractor preparing and submitting the RFP and selected for service operation.
- m) The term “Contractor General Manager” means the person identified by the Contractor and approved by PART as responsible for managing and implementing the Contractor’s duties under the Agreement.
- n) The term “Contractor Maintenance Manager” means the person identified by the Contractor and approved by PART as responsible for managing and implementing the Contractor’s maintenance program duties under the Agreement.
- o) The term “Key Personnel” means those Contractor individuals who will perform work normally associated with the following functions: Contractor General Manager, Operations Manager, Maintenance Manager and Training/Safety Manager.
- p) The term “Days” means calendar days, unless otherwise specifically noted.
- q) The term “Operation” means the provision of all public transportation service components listed in this RFP and negotiated in the Contract with the PART.

- r) The term “Equipment” means the equipment supplied by PART for use by the Contractor in providing services under the Contract.
- s) The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days.
- t) The term “Deadhead Time” means the time consumed by the movement of a vehicle when out of Revenue Service. Deadhead Time includes time leaving or returning to the garage or yard, driving without revenue passengers, or changing routes. Deadhead time does not include training.
- u) The term “In Service Road Failure” means a Revenue Service interruption caused by a failure of an operational or mechanical element of a Revenue Vehicle (or a replacement vehicle), but does not include a service interruption caused by a publicized fleet defect.
- v) The term “Liquidated Damages” means a financial reduction of a contractor payment(s) for failure to comply with contractual requirements for route performance, maintenance, facility management, cash collection and reporting requirements with PART and affected federal and state rules and regulations.
- w) The term “On-Time” means when a Revenue Vehicle departs from a scheduled time five-point five (5.5) minutes or less late, but not earlier than one (1) minute before the scheduled time point, in accordance with official PART published schedules.
- x) The term “On-Time Performance” means the percent of schedule runs that are observed On-Time.
- y) The term “Recovery Time” means the time built into a route trip schedule to mitigate schedule adherence issues relating to delays, excluding any required meal or rest periods.
- z) The term “Revenue Hour” means the time a Revenue Vehicle is in Revenue Service, including Recovery Time but excluding Deadhead Time.
- aa) The term “Revenue Miles” means the number of miles traveled by Revenue Vehicles during Revenue Service.
- bb) The term “Revenue Service” means the time when a Revenue Vehicle operates in transit services available to carry fare-paying passengers. “Revenue Service” includes Recovery Time, but does not include Deadhead Time, missed trips, or any time when a Revenue Vehicle is out of service for vehicle operator breaks, refueling, mechanical breakdown, or other operational variation, which would remove a vehicle from availability for Revenue Service.
- cc) The term “Revenue Vehicle” means any vehicle used to provide public transportation services available to carry fare-paying or subscription passengers in the PART service area in accordance with the Agreement.
- dd) The term “Support Vehicle” means a vehicle that is used by the Contractor to support transit services under the Agreement (for activities such as road supervision and operator shift transition) but is not used in Revenue Service, including cars, vans, tow trucks, lift-equipped vans, and service trucks.
- ee) The term “trip” refers to point to point service as published in our route schedules.

### 3. PART RIGHTS AND OPTIONS

PART, at its sole discretion, reserves the following rights:

- a) To supplement, amend, substitute, or otherwise modify this RFP at any time; PART will provide written notice of such action to potential proposers.
- b) To cancel this RFP with or without the substitution of another RFP.
- c) To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of PART.

- d) To issue additional requests for information.
- e) To accept or deny the designated General Manager and Maintenance Manager assigned to this contract and to require removal of these two key positions if they are not meeting contractual expectations.
- f) To require one or more Service Providers to supplement, clarify or provide additional information for PART to evaluate the proposals submitted.
- g) To conduct investigations with respect to the qualifications and experience of each Service Provider.
- h) To waive any defect or technicality in any Proposal received.
- i) To reject any or all Proposals.

### 3.1 EXPENSE OF SUBMITTAL PREPARATION

PART accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from PART for the costs and expenses associated with the procurement process.

### 3.2 PROPOSAL CONDITIONS

#### 3.2.1 GENERAL RESERVATION OF RIGHTS

PART reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any Agreement deemed by PART to be in the best interest of PART, with one or more of the Service Providers responding. PART reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engage in anti-competitive practices, the Proposal of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken.

#### 3.2.2 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP and it is found by PART to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for PART of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP.

#### 3.2.3 OPENING OF PROPOSAL

Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation and Selection Committee and other PART officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

#### 3.2.4 PART'S RIGHT TO TERMINATE DISCUSSIONS

The Service Provider's participation in this process might result in PART selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by PART to execute a Contract or to continue discussions. PART can terminate discussions at any time and for any reason.

### **3.2.5 REQUIREMENT FOR REPRESENTATION AS TO ACCURACY AND COMPLETENESS OF PROPOSAL**

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to PART, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Piedmont Authority for Regional Transportation as to any material facts."**

### **3.2.6 TRADE SECRETS / CONFIDENTIALITY**

Upon receipt at PART, your Proposal is considered a public record except for material, which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by PART's Evaluation/Selection Committee, as well as other PART staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope marked "Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that PART may reveal any trade secret materials contained in such response to all PART staff and PART officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation/Selection Committee or who are hired by PART to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless PART and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.

### **3.2.7 STATUTORY REQUIREMENTS**

Any Contract awarded as a result of this RFP shall be in full compliance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government.

### **3.2.8 RESERVATION OF RIGHTS TO CHANGE SCHEDULE**

PART shall ultimately determine the timing and sequence of events resulting from this RFP. PART reserves the right to delay the closing date and time for any phase if PART staff believe that an extension will be in the best interest of PART.

### **3.2.9 RESERVATION OF RIGHTS TO AMEND RFP**

PART reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of PART. Any addenda will be posted on the PART website and sent to each Service Provider that has shown interest in this RFP via email.

### **3.2.10 ADDITIONAL EVIDENCE OF ABILITY**

A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by PART.

### **3.2.11 NO COLLUSION OR CONFLICT OF INTEREST**

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP and is in all respects fair and without collusion or fraud. Any evidence of collusion or fraud will be fully investigated and prosecuted by PART of the law.

### **3.2.12 PROPOSAL TERMS FIRM AND IRREVERSIBLE**

The signed Proposal shall be considered a firm offer on the part of the Service Provider. PART reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by PART. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at PART's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

### **3.2.13 SUBCONTRACTING**

The Successful Service Provider shall be the prime Service Provider and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Successful Service Provider will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, PART must be named as a third-party beneficiary in all subcontracts.

### **3.2.14 DISADVANTAGED BUSINESS ENTERPRISE**

The Disadvantaged DBE Business Enterprise (DBE) requirements of 49 CFR Part 26 applies to this contract. There is a minimum five percent (5%) DBE participation goal on this contract. Contractors are required to use Good Faith Efforts to meet this DBE participation goal. The selected Contractor will report its race-neutral and race-conscious measures quarterly along with its DBE. The DBE Compliance Office, provided through PART, will ensure that all DBE Obligations are fulfilled, and that the work performed by each DBE meets specifications. The DBE Compliance Officer will review the quarterly report and supporting documentation to verify that the work is being performed by the contracted DBE. If the Contractor does not meet the minimum DBE goal or if the paid amount differs from the amount submitted, the prime contractor will provide a written explanation.

### **3.2.15 WITHDRAWAL FOR MODIFICATION OF PROPOSALS**

Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the proposer unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by PART prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened will then be corrected in accordance with

such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "Modifications to Proposal".

### **3.2.16 NO BRIBERY**

In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractor, or any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of PART in connection with this Agreement.

### **3.2.17 EXCEPTIONS TO RFP**

Other than exceptions that are stated in compliance with this section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

### **3.2.18 LIQUIDATED DAMAGES**

PART and the Contractor acknowledge and agree that PART will incur damages if the Contractor fails to meet the requirements set forth in the RFP. PART and the Contractor agree that PART will incur damages if the Contractor fails to perform the Services. The parties further acknowledge and agree that the damages, which might be reasonably anticipated to accrue as a result of failure to meet one or more of the required service levels, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in **Attachment A1**.

### **3.2.19 Fair Trade Certifications**

By submission of a Proposal, the Service Provider certifies that in connection with this procurement:

- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

### **3.2.20 COMPLIANCE WITH LAWS**

In submitting a Proposal, each Service Provider agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Service Provider further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, Workers' Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

**3.2.21 CLARIFICATION OF AMBIGUITIES**

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify PART in writing of such apparent discrepancy. Failure to notify PART will constitute a waiver of claim of ambiguity, inconsistency, or error.

**3.2.22 SERVICE PROVIDER'S OBLIGATION TO FULLY INFORM THEMSELVES**

Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Providers own risk.

**3.2.23 DISCLAIMER**

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by PART. PART makes no representations or warranties regarding any information or data provided by PART.

**3.3 SCHEDULE OF EVENTS**

All times are listed as “current local time,” based on Eastern Standard Time (EST).

<b>Schedule</b>	<b>Event</b>
October 24, 2022	RFP Release
November 4, 2022 @ 2:00 PM EST	Pre-Proposal Meeting (Virtual)
November 9, 2022	Deadline - Written Request for Facility and Fleet Tour
November 14-18, 2022	Assigned Times - Proposer On-Site Visit Period
November 23, 2022	Written Questions and Requests for Addenda Due to PART
December 7, 2022	Responses of Written Questions Posted on PART Website
5:00 PM, January 13, 2023	Proposals Due to PART
February 13 – 17, 2023	Interviews with Proposers in Competitive Range
February 28, 2023	BAFOs Due to PART, <i>if requested</i>
March 8, 2023	Consideration of Contract Award by the PART Board of Trustees
March 9, 2023	Transition and Start-up Period
July 1, 2023	Commencement of Service – Pending Final Award

PART reserves the right to alter the schedule of events or any portion of this RFP at any time up to five (5) calendar days before the proposal due date. PART will notify all Proposers of changes in writing.

**4. SCOPE OF WORK**

PART is conducting this procurement to select a Contractor to manage, operate, and maintain PART's public transportation services referred to as PART Express, within the Piedmont Triad Region of North Carolina. The Contractor selected in this procurement will comply with the terms and conditions set forth herein. The brief overview of services includes the following:

PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

- PART Express Regional System (Operations, Maintenance, Supervision, Management)
- PART Express Shuttle System (Operations, Maintenance, Supervision, Management)
- Vanpool Vehicle Maintenance (limited and designated vehicle maintenance)
- Piedmont Triad Regional Call Center Staffing Support (after hours, holidays and weekends)
  - Coordinate Shuttle Demand Response Services
  - Respond to inquiries regarding PART Express Services and Regional Partners
- Customer Ticket Window coverage, Pass Sales/Mobile faring cash collections
- Coble Transportation Center (CTC) maintenance, upkeep, and repairs of internal and external functions

**4.1 SERVICE DESCRIPTION**

PART will require the Service Provider to provide the following types of service:

- PART Express Commuter Bus Service
- PART Shuttle Service
- Special Events / Promotions
- On Demand / Micro transit Service

**4.2 SERVICE LEVELS AT ISSUANCE OF RFP**

The Services detailed under this RFP are for certain PART Express bus service routes and Shuttles. At the time of issuance of this RFP, the vehicle fleet provided by PART will include eight (8) HD Buses (2017 New Flyer – 40’), four (4) HD Buses (2020 New Flyer – 40’), ten (10) HD Buses (2021 New Flyer – 40’), four (4) HD Buses (2008, 2009 and 2010 Orion – 40’) two (2) 2016 Mercedes Benz Sprinters, four (4) LTV Cutaways (2018 and 2019 Startrans - 25’), and six (6) 2020 StarTrans LTV Cutaways (25’).

PART anticipates the delivery of 4 HD buses in January 2023 and 2 LTV cutaways in May 2023. PART maintains a state of good repair and replaces all fleet vehicles once a vehicle meets useful life.

The range of service hours identified below includes an anticipated number for each PART Express service routes and Shuttles. As described within this RFP, PART reserves the right to increase or decrease service hours to meet the demand of the Service. Below is service effective October 1, 2022. All routes and times are posted on [www.partnc.org](http://www.partnc.org).

<b>Express Service</b>	<b>Peak Vehicles</b>	<b>Days per week operated</b>	<b>Estimated Annual Revenue Vehicles Hours</b>
Winston-Salem Express	2 – 39 pass. vehicles	5 (M-F)	5,865
High Point Express	2 – 39 pass. vehicles	5 (M-F)	5,865
Greensboro Express	2 – 39 pass. vehicles	5 (M-F)	5,865
Alamance/Burlington Exp.	3 – 39 pass. vehicles	5 (M-F)	6,900
Davidson County Express Business 85	2 – 39 pass. vehicle	5 (M-F)	3,000
Kernersville Express	2 – 18 pass. vehicle	5 (M-F)	5,630
Randolph Express	3 – 39 pass. vehicles	5 (M-F)	4,800



PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

Winston-Salem Express	1 – 39 pass. vehicle	1 Saturday	720
High Point Express	1 – 39 pass. vehicle	1 Saturday	720
Greensboro Express	1 – 39 pass. vehicle	1 Saturday	720
Total	16 (M-F) and 3 (Sat)	-	<b>40,085</b>

Shuttle Service	Peak Vehicles	Days per week operated	Estimated Annual Revenue Vehicles Hours
Business Park Shuttle 20	1 – 18 pass. vehicle	5 (M-F)	3,780
Business Park Shuttle 21	1 – 18 pass. vehicle	5 (M-F)	1,640
Business Park Shuttle 22	1 – 18 pass. vehicle	5 (M-F)	3,780
Business Park Shuttle 23	1 – 18 pass. vehicle	5 (M-F)	1,640
Business Park Shuttle 24	1 – 18 pass. Vehicles	5 (M-F)	3,780
PTIA Airport Demand 27	1 – 18 pass. vehicle	5 (M-F)	75 (On Demand Service)
Shuttle 20/21	1 – 18 pass. vehicle	1 Saturday	585
Shuttle 22/23/24	1 – 18 pass. vehicle	1 Saturday	585
Total	5 (M-F) and 2 (Sat)	-	<b>15,865</b>

**A total of 55,950 hours of revenue service on an annual basis are anticipated for the PART Express System. However, in no way does PART intend to guarantee the hours listed above. These revenue hours of service represent the anticipated service levels at the issuance of this RFP.**

**4.2.1 PART EXPRESS BUS SERVICE**

From approximately 6:00 am until 9:30 pm, Monday-Friday, the PART Express Bus services transport area commuters in, around, and to the Piedmont Triad with strategic connections to the Coble Intermodal Transportation Center (CTC). Some Express services will utilize Transportation Centers in Winston-Salem, High Point, Greensboro, and Burlington. The Service Providers will be expected to comply with the policy and procedures of the various transportation centers when providing services into and out of these facilities. Routes 1, 2, and 3 and Shuttles (20-24, 27) also operate Saturday’s 7am – 7pm.

PART reserves the right to add any Express or Shuttle services to the final contract under the Adjustments in Service provisions. PART’s fare system is \$2.50 one-way cash fare and \$1.25 for elderly, disabled, US Veterans and students. Cash, Single Ride ticket and mobile faring system with associated discount options are available to customers. The Service Provider will be responsible for the proper administration of PART fare structure and collections. The vehicles are equipped with Diamond drop box cash collection for all services provided by PART. The contractor is responsible for fare collection, reporting, depositing of revenue under the direction of PART and financial institutions of PART. A policy for fare collection has been established by PART and accepted by local auditing and federal compliances. This collection procedure will be utilized and modified only with proven financial benefit to the PART agency. Many PART Express passenger utilize the mobile Smart Phone / Smart Card fare system provided by UMO/Cubic.

**4.2.2 PART EXPRESS LTV VEHICLE / SHUTTLE SERVICE**

The Service Provider may need to operate Shuttle services with limited route deviation, in the Kernersville, PTI Airport area and rural service areas where Micro transit is under review and consideration, including the administration of fares.

- a) **Route 17** – The Service Provider will operate 18 passenger Cutaway - LTV vehicles from the Coble Transportation Center (CTC) to Kernersville Medical and Veterans Hospital then to Winston-Salem. Both routes run in eastbound and westbound directions.
- b) **Shuttles 20-24** – The Service Provider will operate 18 passenger Cutaway – LTV vehicles from the CTC to the PTI Airport area including the PTIA terminal. The Service Provider is expected to have a vehicle available to receive transfers from the Express Bus service every time the commuter buses enter the CTC. Trips to the PTIA terminal are scheduled at least 30 minutes in advance and operate only when requested by a passenger.

#### **4.2.3 SERVICE OPERATIONS PLAN**

**All Routes and Schedules shall be specified by PART** – A compilation of the existing routes and schedules to be operated initially under this contract are available at [www.partnc.org](http://www.partnc.org). Routes are subject to change and modification as specified by PART and new routes or services may be added in accordance with the requirements in this RFP.

- a) PART will provide the headway and service frequency to the Service Provider during the performance of this contract. The Service Provider shall be responsible for developing driver shifts from the schedule provided by PART.
- b) The Service Provider shall perform all scheduled services subject to PART's operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by PART, including route modifications required as a result of a declared emergency.
- c) The Service Provider shall not supply vehicle service hours when they are not scheduled, and such hours will not be paid for by PART. Relief drivers are the responsibility of the Service Provider and shall not disrupt the continuity of Service. If a major disruption in service occurs, the Service Provider shall notify PART immediately. If the Service Provider should be unable to provide alternative service, PART may then elect to secure the necessary services. Should PART elect to secure such service from other sources, the Service Provider shall be liable for all such costs incurred.
- d) All Services to be rendered by the Service Provider under this Agreement shall be as specified by PART. The Service Provider shall advise PART of matters of importance and make recommendations when appropriate; however, final authorization concerning Service parameters shall rest with PART with input from the participating Cities, Counties, or State agencies as appropriate.
- e) Service requirements include having a person available to answer the telephone at the PART Coble Transportation Center - CTC (at a minimum from 6:00 am –7:00 am and 6:00pm – End of Service, Mon. – Fri.) and for the duration of Saturday service. Relay information to the driver during all hours when a vehicle is on the road, with no exceptions.
- f) The Service Provider is required to have a means of communication with all in-service vehicles including intra-vehicle communication between in-service vehicles (i.e., Cellular Direct Connect) during all hours when a vehicle is on the road, with no exceptions. All means of communication shall be the sole responsibility of the Service Provider.
- g) The Service Provider is expected to begin service under this contract **July 1, 2023**.
- h) PART reserves the right to revise and/or add any Service parameters as needed, in order to meet Service needs and regulations. The Service Provider may propose ways to improve the use of PART

vehicles in revenue service; however, such recommendations should minimize modifications to the existing bus route structure.

#### **4.2.4 SERVICE SPANS**

All Express routes and Shuttle routes shall operate Monday through Friday; and limited Saturday services as designated, approximately 255 days of service annually.

#### **4.3 HOLIDAYS**

Service shall not be operated on the major holidays designated by PART, which are currently: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. PART reserves the right to amend and modify the holiday schedule during the contract.

#### **4.4 MARKETING & PROMOTIONAL EVENTS**

The Service Provider shall perform special services as requested by PART. These services include, but are not limited to, seasonal routes and special promotional events assigned by PART.

The Service Provider shall make available to PART an hourly rate for operator's time for these special marketing and promotional events. These types of activities may involve operation of the vehicle as well as stationary exhibitions. Drivers may be required to hand out material to support special events sponsored by PART.

#### **4.5 DISPATCHING**

PART Shuttle Service - Dispatching of Shuttle services will be provided by the Service Provider including the sign-in/out of bus operators, vehicle route assignments, pre/post check inspections, incident management, and road calls. Shuttle scheduling will be handled in coordinate with the PART Call Center. Call intake and scheduling of deviations shall be administered by the PART Call Center in coordination with Service Provider utilizing electronic forms of communication; however certain cancellations and other special exceptions may require telephone communication. To the extent deviation requests are handled by telephone, call intake and scheduling of deviations shall be offered by the Service Provider during all hours-of-service operation, and call intake provisions shall ensure that all incoming calls are answered with no more than one (1) minute of on-hold time. Service Provider's customer service personnel shall adhere to all PART customer service rules and regulations.

PART Express & Other Non-Route Deviation Service – The Service Provider will be responsible for all vehicle dispatching including sign-out/in of bus operators, vehicle route assignments, pre/post check inspections, incident management, and road calls.

The Service Provider will communicate all "lost and found" items to the PART Call Center and Operations staff and retain at the CTC daily for all PART services.

#### **4.6 "ROADEOS" AND OTHER TRANSIT INDUSTRY EVENTS**

PART highly encourages the Service Provider to participate in transit "roadeos" and other industry events as a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. Membership with the NC public Transit Association (NCPTA) is a resource to consider. Any PART vehicle used for the practice or competition of roadeo participation shall be approved by PART.

#### 4.7 VEHICLE DESCRIPTION

Due to the nature of regional bus service, comfort and convenience are extremely important. As a result, PART has preferred to utilize vehicles that reflect a professional image and incorporate luxury accommodations for patrons including forward facing high-back cloth seats, WiFi, USB ports, reading lamps and wheelchair accessibility.

Bus ID Number	Year	Length	Unit Description
*5931	2009	40'	Orion VII NG 39 pass
*5034, *5037, *5038	2010	40'	Orion VII NG 39 pass
**1721	2016	24'	M3DB 170E SPRINTER
**1722	2016	24'	M3DB 170E SPRINTER
1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707	2017	40'	New Flyer Excelsior
1801, 1802	2018	25'	Startrans Senator II 25
1901, 1902	2019	25'	Startrans Senator II 25
2001, 2002, 2003, 2004	2020	40'	New Flyer Excelsior
2020, 2021, 2022, 2023, 2024, 2025	2020	25'	Startrans Senator II 25
2101, 2102, 2103, 2104, 2105, 2106, 2110, 2111, 2112, 2113	2021	40'	New Flyer Excelsior

\* Vehicles scheduled for replacement in January 2023

\*\* Vehicles scheduled for replacement in May 2023

##### 4.7.1 SERVICE/SUPPORT VEHICLES

The selected Service Provider must provide all other rolling stock used to support the service such as supervisor's and maintenance vehicles and bus operator relief cars. The Service Provider may not use PART Express revenue vehicles for support functions, such as bus operator relief, without the express consent of PART management. The Service Provider will furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. Towing and road call services may be handled by contractual agreement with local firms.

##### 4.7.2 VEHICLE SPARE RATIO

PART provides all fleet vehicles and The Service Provider shall endeavor to maintain a spare ratio of at least twenty (20) percent. Spare ratios shall apply to all vehicle categories, i.e., twenty percent (20%) spare Express buses and twenty percent (20%) Shuttle buses. (Policy-third party oversight)

##### 4.7.3 VEHICLE REPLACEMENT PROGRAM

All vehicle replacements will attempt to adhere to PART's vehicle replacement schedule of the PART Board adopted five (5) year Capital Plan that follows federal and state regulations.

##### 4.7.4 COMMUNICATIONS SYSTEMS

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

The Service Provider will be responsible for providing a two-way communication system on all the revenue vehicles and any of its own supervisory vehicles including paying for the monthly service charge for airtime. The system must allow for both vehicle-to-base and supervisor communication as well as multiple receiver/broadcast operation (i.e. two-way communication system). PART currently uses a push to talk communication system. The Service Provider shall also provide to PART a communication system/mechanism to stay in contact with local transit dispatch and other area shuttle services. The Service Provider shall be responsible for maintaining the communication systems in all revenue and Service Provider service vehicles, including provision of spare equipment. The Service Provider will be responsible for maintaining base stations and antennas, and other in-house equipment used for dispatching. In addition, handheld mobile units shall be provided for all field/street supervisors and other personnel as needed at the Service Provider's expense.

### 4.8 FUEL

PART will supply the fuel to operate the buses for the service in this RFP either through tanker deliveries to PART Express maintenance facilities or through an off-site fleet fueling program. The Service Provider is responsible for managing the existing fuel tracking system, or develop the monitoring protocol to identify, at a minimum, dates, vehicle, and amount of fuel, type of fuel used and mileage of vehicle when fueled. LTV vehicles that are gas engines require service contractor to fill at designated fueling stations with PART fuel cards.

### 4.9 OPERATING FACILITY

PART will provide a dedicated administrative/maintenance facility; PART – Coble Transportation Center (CTC) does provide office and dispatching space to the Service Provider. In addition, the Service Provider will be provided a CTC Maintenance Facility with office, training, dispatching, driver ready room space. The Service Provider will have a minimal annual lease rate of \$1 with terms at the facility to pay PART for this space. The Service Provider will be expected to maintain the facilities at the CTC Complex at the highest standards for cleanliness and operating functionality.

The following provides a breakdown of the Service Providers expectation at a minimum.

- Provide daily cleaning inside and out with paid janitorial service for all space.
- Reimburse PART for utilities and inhabitant expense that are billed to the property owner; including but not limited to trash collection, electrical at buildings, natural gas at buildings, landscape maintenance, IT management, telecommunications, janitorial service.
- Provide maintenance and PM service for equipment provided to Service Provider including but not limited to bus wash/reclaim, in ground lift, lube systems, oil/water separation system.

The Service Provider shall provide to PART a copy of its written disaster recovery plan to be used in the event of a fire or any other disaster at the CTC Passenger Hub or maintenance facilities. This disaster recovery plan should include off-site storage or backup information. Additionally, the Service Provider shall provide to PART with a Communications plan describing how the company will coordinate with revenue vehicle operators on all scheduling, operations, and call center issues.

### 4.10 VEHICLE MAINTENANCE

All vehicles supplied by PART shall be maintained by the Service Provider in accordance with the repair and condition standards deemed satisfactory to PART. The Service Provider shall maintain all equipment in conformance with the manufacturer's warranty requirements throughout the life of the contract and in adherence to FTA and the National Transit Database reporting. This is a critical function of providing a high quality of service.

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

The Service Provider is expected to exceed all of PART's expectations in maintaining the fleet and meeting all requirements of the FTA Satisfactory Continuing Control. Any failure to comply will result in liquidated damages being applied to the Service Provider where applicable. PART will review maintenance records and inspect vehicles on a regular basis to ensure adhere to FTA and PART regulations for vehicles that have been purchased with federal, state, and local funds.

The Service Provider should also provide a rate for vanpool vehicle maintenance. Below is a listing of services that may be required from the Service Provider for vanpool maintenance activities:

- Preventative Maintenance in accordance with PART's Maintenance Plan
- Cleaning
- Minor Damage Repairs
- Tires & Tire Rotations
- FTA Vehicle Delivery Certifications
- Brakes
- Mechanical Equipment System Replacements / Repairs

### 4.11 LICENSE AND TAGS

All drivers must have current CDL driver's licenses with all proper endorsements. The Service Provider must also have all applicable City, County, and State business licenses. PART will title and license its supplied vehicles as well as pay for any PART-levied fees, as well as any state, county, or national fees. The Service Provider is required to maintain all applicable insurances.

### 4.12 DAMAGE

The Service Provider shall notify PART of all vehicle damage immediately (interior and exterior), and no longer than 12 hours following the incident that occurs through the performance of this contract. All vehicle damage should be photographed and reported to PART prior to initiating the repair. PART will monitor the condition of the vehicles and will solely determine if the Service Provider is in any way subjecting the vehicles to other than ordinary wear and tear of what would be expected for the operation. All repairs shall be covered by the insurance provider of the Service Provider, or a direct expense to the Service Provider for any such said repairs for damage.

### 4.13 CLEANING AND FUELING

PART will supply diesel fuel for PART supplied vehicles. The Service Provider is responsible for fleet fueling and washing the exterior of its supplied vehicles daily as well as performing major cleaning (inside and out). Daily, the Service Provider will be required to sweep out each vehicle, wipe down seats and other surfaces, as well as remove trash. In addition, PART, at its discretion, will work out a re-fueling routine with the Service Provider. The Service Provider will provide the labor for vehicle re-fueling and cleaning for the identified vehicles that are the responsibility of the Service Provider. PART will monitor the consumption of fuel and will solely determine if the Service Provider is consuming fuel in excess of what would be expected for operation.

### 4.14 PERSONNEL

#### 4.14.1 MANAGEMENT

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

The Service Provider will have designated onsite managers and point-of-contacts for the various operation and maintenance duties. The Service Provider should maintain adequate staff throughout the contract. The Service Provider should include a detailed staffing plan that designates the people to perform their managerial duties and specific to their responsibilities under this contract. Further, a dispatcher(s) shall be on duty while service is on the street. The Service Provider will also provide, at a minimum, the following duties to be performed in support of the transit service:

1. Training and scheduling of all regularly assigned personnel.
2. Arranging the assignment of backup personnel whenever necessary.
3. Distribution and collection of operating reports.
4. Daily monitoring and security of the collection of all fares.
5. Preparation of monthly summaries of operations data.
6. Preparation of a monthly invoice which will document all charges.
7. Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner.
8. Accident review, analysis, and reviews for accident chargeability; and
9. The hiring and discipline of personnel.
10. Associated Collective Bargaining Agreement (CBA), if applicable, for Unionized Operator workforce.

### **Personnel hired for positions will:**

1. Undergo and pass drug and alcohol testing.
2. Have completed criminal background and driving record checks.

With just cause, PART reserves the right to require the removal of any Service Provider employee from the provision of its services.

The Service Provider shall have a Security Document Control Procedure for documents relating to security. Critical items can include, but are not limited to, building alarm systems, entry door codes for a secured room or rooms, closed-circuit TV cameras, motion detectors, on-vehicle security devices (e.g., silent alarms, cameras) and other similar protection and monitoring systems. Documents pertaining to these systems (such as owner's manuals, pass codes, etc.) as well as building floor plans and facility site plans, especially those containing locations of securing systems, would need to be safeguarded. A system to safeguard these documents as well as providing for a responsible person(s) to oversee document access needs to be established as part of the Service Provider's standard operating procedure. This should not be interpreted as PART prescribing any specific security measures. Whatever measures are instituted by the Service Provider, the documents related to those measures should be properly secured.

All personnel shall be trained for their jobs and regarding the operating procedures for the services. In addition, all personnel shall have security training on how to recognize and react to suspicious or illegal activities.

### **4.14.2 DRIVERS**

All drivers of the Service Provider must meet these minimum requirements:

1. Pass a pre-employment drug and alcohol test as well as participate in random and for cause drug and alcohol testing during time of employment.
2. Failure of a drug and alcohol test by Service Provider employee should be reported immediately to PART.

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

3. Not have any felony offenses.
4. Be properly licensed in the State of North Carolina to provide this type of service and when operating a vehicle weighing more than 26,000 pounds or originally designed to carry 16 passengers or more (including the driver), possess a valid commercial driver's license (CDL) with a PB endorsement.
5. Be at least 21 years of age.
6. Be a licensed driver for a minimum of three (3) years.
7. Be able to read, write, and speak English (a second language skill in Spanish is considered a plus).
8. Have received no more than one moving violation within the last three (3) years.
9. DMV record check every 6 months.
10. Criminal background check.

Additionally, vehicle operators will:

1. Operate in a safe, customer-friendly manner and comply with ridership policy.
2. Be required to wear PART-approved uniform shirts, pants and otherwise following a dress code approved by PART. PART is looking for standardization and professionalism among the drivers—consistent shirts, pants, shoes, head wear, and outerwear (e.g., jackets). These items must be in good condition and clean. PART will not approve clothing items with, for example, team or company logos. PART will make a judgment, based on proposals received, on the adequacy of uniforms. Proposer should submit photos of proposed uniform with submission.
3. Be properly groomed and otherwise present a professional appearance and demeanor to the public.
4. Comply with rules and regulations of PART.
5. Be required to cooperate in the distribution of information to the riders as well as cooperate in distributing surveys and collecting data.
6. Operate the service in compliance with ADA requirements.
7. Be subject to drug and alcohol testing.
8. Show appropriate vehicle destination signs.
9. Adhere to schedules. Trips should not arrive/depart at time points early or more than 5 minutes late.
10. Be subject to removal at the request of PART with documented just cause.

### **4.14.3 DRIVER TRAINING**

The Service Provider will provide for approval by PART a driver training program that accomplishes the following minimum requirements:

1. Bus routes, service policies, and fare collection.
2. Safe operation of the vehicles and equipment.
3. Customer relations skills.
4. Safe driving.
5. Passenger assistance techniques including sensitivity training.
6. Data collection including, but not limited to, passenger counts in support of NTD reporting; and
7. Security training generally instructing drivers how to recognize and react to suspicious or illegal activities.

### **4.14.4 SUPERVISION**

The Service Provider shall be fully responsible for overseeing driver hiring, safety, training, conduct, behavior and termination if necessary.



#### 4.15 REPORTING

The Service Provider will provide all project records as requested by PART in approved formats related to operations, maintenance, and administrative actions associated with providing PART services. The Service Provider will permit authorized representatives of PART to examine all data and records related to the Contract upon request by PART or according to the scheduled reporting periods. All records prepared by the Service Provider will be owned by PART and be made available to the PART at no additional charge.

The Service Provider will provide all records during the life of the contract and make them available to PART for at least Five (5) years following final payment. In addition to hard copies, records will be made available in an electronically compatible format to be specified. The Service Provider shall supply all needed computer equipment, and peripherals and shall use software compatible with that used by PART.

##### 4.15.1 FINANCIAL RECORDS

The Service Provider will establish and maintain within a separate account all project expenditures and any other relevant financial records or documents. The Service Provider must conform to applicable FTA Uniform System of Accounts of the National Transit Database (NTD) reporting system. The Service Provider will supply on an annual basis all year-end audit documents and associated material as requested by PART.

##### 4.15.2 DBE REPORTING

The Contractor shall submit to PART on a quarterly basis information on DBE Activity and supporting documentation for work performed and goods purchased.

##### 4.15.3 INVOICES AND FAREBOX REVENUE HANDLING

The Service Provider's designated manager shall submit monthly invoices to PART within ten (10) calendar days of the following month for services rendered during the reporting period. To account for passenger farebox revenue, PART requires that vehicle cashboxes will be pulled from transit vehicles farebox. Such cashboxes will be secured in a safe provided by PART and delivered to PART during designated hours. Sufficient spare cashboxes will be available to the Service Provider to exchange empty cashboxes for full cashboxes. The Service Provider must also provide a monthly mileage statistics report by vehicle and type of bus service. Payment from PART shall be received approximately thirty (30) days following approval of invoice. All invoices and related records are subject to audit by PART or representatives of other funding partners.

##### 4.15.4 INFORMATION MANAGEMENT SYSTEM

The Service Provider shall be responsible for producing and maintaining a current and relevant Information Management System (IMS) database for PART at no additional charge. The IMS will serve as a database for both PART and the Service Provider to monitor and evaluate the productivity of the service. At a minimum, the Service Provider's key management personnel shall be required to have electronic file transmission capabilities with PART at all times.

The Service Provider will collect, prepare, and summarize in a monthly report to PART, the following:

1. Out of service report (daily).
2. Missed trips (daily).

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

3. Service interruptions due to mechanical road calls (daily), passenger disputes, accidents, and other reasons.
4. Additional/added miles and hours (daily) with explanation.
5. Miles operated per vehicle (reported monthly for the prior month, year to date and life to date).
6. Number of complaints/compliments received (monthly), how resolved, and any changes to be made.
7. Vehicle collisions/incidents (daily, reported immediately to PART's Director of Commuter Operations).

### **4.15.4 PASSENGER COMPLAINTS**

PART places great importance upon the timely and thorough resolution of passenger complaints. The Service Provider is required to maintain a log of complaints received, as well as action to investigate and resolve the issue. Such reports will be provided monthly in a format acceptable to PART. The reports will be submitted with monthly invoices unless requested earlier by PART Management.

### **4.15.6 COLLISION/INCIDENT REPORT**

The Service Provider shall notify PART of any of the following collisions/incidents immediately:

1. Collisions between a PART vehicle and another vehicle, person, or object.
2. Single vehicle collisions or incidents.
3. Passenger accidents, including falls while passengers are entering, occupying, or exiting the vehicle.
4. Disturbances, fainting, sickness, deaths, or assaults.
5. Collisions the driver witnesses.
6. Vandalism to the vehicles and/or facilities.
7. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Service Provider or PART.
8. Any passenger, driver, supervisor, and service complaint that arises from a collision. If the collision/incident involves injuries or extensive property damage, PART shall be notified immediately (regardless of hour or day).

### **4.15.7 NATIONAL TRANSIT DATABASE (NTD) AND NCDOT REPORTING**

PART is required to submit monthly, quarterly, and annual reports for NCDOT and the National Transit Database (NTD). The Service Provider, at the direction of PART, shall be responsible for collection of FTA NTD and North Carolina Department of Transportation (NCDOT) related data and other pertinent information. Typical information will include ridership sampling for fixed route services as well as basic operating (actual hours, miles of service) and financial (fares, labor, and non-labor costs) information in connection with the operation of the transit service. This sampling will include the recording of boardings and alightings as well as distance between such. The Service Provider shall prepare and submit on a schedule to be determined (but not more than monthly) NTD reports to PART.

All required data reporting shall be provided to PART at the end of the fifth working day following the end of each previous month. Any failure to comply with PART's required NTD and FTA reporting requirements will place PART in a situation of non-compliance. Any such citation of state and federal non-compliance placed upon PART as a result of the Service Provider's failure to comply will result in liquidated damages and reduction of payment to the Service Provider.

## **4.16 INSURANCE REQUIREMENTS**

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

At a minimum, the Service Provider must have the following insurance requirements:

1. General Liability: \$3,000,000 Single/ \$5,000,000 General Aggregate;
2. Automobile: \$5,000,000;
3. Worker's Compensation: NC State Minimum; and
4. Umbrella: \$10,000,000.

PART must also be listed as an additional insured with respect to General Liability and Automobile. The insurance company providing the coverage must be licensed to do business within the State of North Carolina and shall have a rating of not less than "A" by A.M. Best. Loss run documentation shall be provided to PART on an annual basis or as otherwise requested by PART.

PART shall be given a Certificate of Insurance from the insuring company showing the insurance coverage and cost for each coverage.

### 4.17 LOST AND FOUND

The Service Provider will maintain a "Lost and Found" storage area at the CTC and assist patrons in reclaiming such items. After 30 days, unclaimed items shall be turned over to PART Management for disposal. Records and receipts of items held and returned will be in a format acceptable to the PART.

## 5. PROCUREMENT ELEMENTS

### 5.1 CONTACTS AND COMMUNICATIONS

The designated PART representative and RFP Contracting Agent for questions relating to this Request for Proposals is Scott W. Rhine, PART CEO/General Manager. Proposers must deliver all communications in connection with this RFP by email to the RFP Managing Associate and copy PART CEO/General Manager **without copying or communicating with any other PART officer, employee, representative, agent, or consultant.**

### 5.2 EVALUATION/SELECTION COMMITTEE

PART will establish an Evaluation/Selection Committee, chaired by the PART CEO/General Manager, responsible for reviewing, evaluating, and scoring all Proposals. The Evaluation/Selection Committee may utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

### 5.3 CONTRACT TERMS

The Service Provider selected under this RFP will enter into a contract with PART to operate public transportation services for a three (3) year Base Contract Term, with an option for four (4) additional years, exercisable in one (1) each, or two (2) year increments. PART will compensate the selected Service Provider based on a Rate per Revenue Hour by service type for the Revenue Hours actually operated to cover the Service Provider's costs each month. The initial contract for a minimum 3 years is a fixed price that is submitted by the Service Provider. PART will negotiate prices for the option years at the time of exercise.

The Agreement resulting from this RFP between PART and the Service Provider shall prohibit the assigning, subletting, or transferring the Agreement or any rights under or interest in the Agreement without the written consent of PART.

Any service level increases, or reductions placed upon the Service Provider in excess of 10% per budgetary year will constitute the ability to negotiate a new hourly rate between the Service Provider and PART; excluding any unprecedented State of Emergency notices (i.e., COVID19).

#### 5.4 QUESTIONS

All prospective Proposers may submit any request for addenda, amendments to, or clarification or modification of this RFP by email to PART's CEO/General Manager and RFP Managing Associate by November 23, 2022. PART will make a determination and provide a response to each request made by a Proposer pursuant to this procedure. PART will furnish a written response to all Prospective Proposers by posting responses on the PART website by December 2, 2022. PART reserves the right to issue written addendum to this RFP to all Prospective Proposers. PART may change any oral interpretations, responses, or clarifications to this RFP made by any PART employee or other representative at any time.

#### 5.5 PRE-PROPOSAL FLEET INSPECTION AND SITE VISIT

Any proposer that would like to request the fleet/facility reviews must send an email notice to PART at [scottr@partnc.org](mailto:scottr@partnc.org) and [andrews@partnc.org](mailto:andrews@partnc.org) on or before November 9, 2022. All the requested reviews will be scheduled by PART with designated days assigned to each Service Provider between November 14-18, 2022.

#### 5.6 SUBMISSION OF PROPOSALS

Proposers understand and agree that submittal of a Proposal will constitute acknowledgement and acceptance of, and a binding offer to comply with, all the terms, conditions, and criteria contained in this RFP. All parts of the submitted Proposal may become part of any subsequent contract between the selected Contractor and PART. False, incomplete, or unresponsive statements in connection with a Proposal, failure to adhere to the instructions in this RFP, or failure to provide all of the submittals required may be sufficient cause for rejection of the Proposal. The evaluation and determination of the fulfillment of this requirement will be PART's responsibility and its judgment will be final. A Proposal found to be technically unacceptable will not be subject to evaluation.

Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each Proposal shall be submitted in the requested format with a maximum number of pages and provide all pertinent information, and submittals, including but not limited to information relating to price, capability, experience, financial resources, management structure and key personnel, and other information as required by this RFP. Proposer shall furnish a price for all items on the Proposal Price Format and failure to do so will render the Proposers price proposal invalid and may cause its rejection.

All Prospective Proposers shall submit all Proposals to PART's RFP Managing Associate. PART must receive all Proposals no later than **5:00 PM, January 13, 2023**, and will time-stamp Proposals upon receipt. PART will NOT consider Proposals timed stamped after 5:00 PM, will not accept the Proposals, and will return late Proposals unopened to the Proposer.

### 6. PROPOSAL CONTENTS

All Proposals must follow the exact order and format prescribed in this RFP. PART will reject Proposals that fail to comply with any RFP requirements as non-responsive. **Proposer's are required to submit their package with no more than fifty (50) pages, no less than 11pt. font size, Calabria or Times New Roman text on standard 8 ½ x 11**

**for content RFP details not including section dividers, signed certifications, and audited reports. PART must receive the following items:**

1. One fully executed, original Qualifications Proposal and Price Proposal
2. Five (5) copies of the Qualifications Proposal;
3. One (1) Sealed Envelope with five (5) copies of the Price Proposal; and
4. One (1) USB with electronic copies of the Qualifications and Price Proposals.

**Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Information should be presented in the order it is requested.**

## 6.1 QUALIFICATIONS PROPOSAL

### 6.1.1 LETTER OF TRANSMITTAL

Each Proposer shall provide a letter of transmittal signed by an authorized representative of the firm and addressed to the PART CEO/General Manager including the following:

1. Identification of the proposing firm(s), including name, address, email, and telephone number.
2. Identification of a designated contact(s), with name, title, telephone number, address, and email, who is authorized to address issues and negotiate with PART on the Proposer's behalf in connection with this RFP, the Project, and the Agreement (including the price), and to bind the Proposer on all matters relating to the RFP and the Agreement.
3. A statement that the Proposal (including the price) shall remain valid for a period of not less than ninety-(90) days from the Proposal due date, unless otherwise agreed to by PART and the Proposer. PART may extend the bid period at any point through written notification.
4. A statement and acknowledgement by the Proposer that the Proposal constitutes a binding offer to supply public transportation services in accordance with the terms of the RFP and the Agreement, and that the Proposer agrees to provide all the services on these terms if selected by the PART.
5. A statement and acknowledgement by the Proposer that it understands and will comply with all applicable federal, state, and local laws, regulations, and requirements.
6. Acknowledgement of any RFP addenda receipt.

### 6.1.2 EVIDENCE OF GOOD STANDING

Each Proposer shall provide evidence of good standing and authorized execution, including the following:

1. The Proposer shall provide evidence that it is in good standing in the State of its incorporation/ organization and that it is qualified to do business in the State of North Carolina.
2. If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body authorization to submit the Proposal and enter into and bind the Proposer to the Agreement.

### 6.1.3 REFERENCES

This section should provide a listing of five (5) public or non-profit entities, of similar nature to PART's system, for which the Proposer or its corporate predecessor has provided services most recently, including the following:

1. The particular services rendered.

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

2. The fleet size operated (whether agency provided, or contractor owned).
3. Workforce size.
4. Any assets provided by the contractor.
5. The current status of the Proposer's involvement in those services.

This listing should include examples of each public transportation service type covered by this RFP. The list shall include each entity's name, address, and current contact persons with email addresses and telephone numbers. PART may contact any entity/person listed for use as a reference and may obtain statistical information regarding a Proposer's past performance for purposes of the evaluation process. PART cannot serve as a reference.

Proposer must also provide a list of all current fixed-route contracts in the United States. PART reserves the right to contact these customers for additional information.

### 6.1.4 PAST PERFORMANCE

Each Proposer shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the five (5)-year period prior to the date of the Proposal, including the following:

1. Information concerning any instance of where the Proposer or a team member was debarred, disqualified, or removed from a federal, state, or local government public transportation project.
2. Any instance where the Proposer or a team member submitted a bid or Proposal on a public transportation project and the awarding body rejected the submittal because it failed to address all the RFP requirements or identified the Proposer as non-responsive.
3. Any instance where the Proposer or a team member defaulted on a public transportation contract.
4. Information concerning the bankruptcy or receivership of the Proposer or a team member.
5. Information concerning all adverse claims, arbitrations, lawsuits, or other disputes (including any settlement thereof) between the owner or a public transportation project and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds three hundred thousand dollars (\$300,000).

### 6.1.5 REQUIREMENTS AND CERTIFICATIONS

Each Proposer must include the following documentation with their proposal:

1. Attachment A1 submitted as instructed
2. Attachment A2 – Federal and State Certificates and Assurances **(signature on various pages – required) If you don't know which pages to sign – ASK.**
3. Attachment A3 – Cost Proposal
4. **Performance Bond Requirements** - During the term of this Contract, Contractor shall provide to PART a performance bond in the amount of six hundred thousand dollars (\$600,000) to guarantee the faithful performance of all the terms and conditions of this Contract. The performance bond shall be satisfactory to PART and shall be secured by (i) cash or a cashier's check issued by a bank or trust company authorized to conduct business in North Carolina, (ii) a certified check drawn on a bank or trust company authorized to conduct business in North Carolina or on bank insured by the Federal Deposit Insurance Corporation, (iii) a U.S. Money Order payable to PART, or (iv) a bond in the form required by N.C.G.S. § 143-129 et seq., issued by an insurance company authorized to conduct business in North Carolina. In lieu of providing a performance bond, Contractor may provide to PART a letter of credit satisfactory to PART to guarantee the faithful performance of all of the terms and conditions of this Contract.

5. **Criminal Insurance Policy Requirement** - During the term of this Contract, Contractor shall maintain and provide to PART a Criminal Insurance Policy in the amount of two hundred fifty thousand dollars (\$250,000) issued by an insurance company licensed to conduct business in North Carolina to ensure that PART is held harmless against dishonesty or fraudulent acts of the employees of the Contractor. This policy shall be subject to PART's approval.

#### **6.1.6 KEY PERSONNEL AND MANAGEMENT**

This section should provide an explanation of the Proposer's management structure, key personnel for the services, and organizational chart, including the following:

1. Identification of key personnel including but not limited to the proposed General Manager, Operations Manager, Maintenance Manager, and Training/Safety Manager with resumes (limited to two pages per person) describing their qualifications for each position. Include at least two business references per key personnel, including the reference's title, contact number, and email address.
2. An explanation of the extent of the Proposer's willingness to retain staff of PART's current contractor in management and supervisory positions.
3. An explanation of the Proposer's management team for this project and the relationship to the Proposer's overall corporate structure.
4. A description of the project team's experience working together on similar work.
5. PART must approve any key personnel changes upon review of an updated qualifications proposal. Failure to receive PART approval for key personnel changes may result in contract suspension or financial penalties/liquidated damages.
6. An explanation of whether key personnel positions are full time or part time.

#### **6.1.7 STAFFING AND PERSONNEL PLAN**

This section should provide a Staffing and Personnel Plan including, at a minimum, hiring, and promotion policies and practices; an organizational chart; written standards of conduct and performance required of employees; standards and criteria for employment; and management approach and techniques. The Plan should also include the following:

1. The estimated number of employees required to complete the term of the Contract, by job and year, with the functions and responsibilities of each job category.
2. The assumptions for annual hours of work (excluding vacation, sick and other leave time) for each job category or classification of employee.
3. A description of the Supervisor levels of supervision and the expected job responsibilities.
4. A description of the Proposer's approach for providing opportunities for employee advancement, for providing adequate compensation and benefits, for rewarding quality job performance, and for promoting the retention of employees and the preservation of a stable workforce.
5. A plan for transitioning current employees (supervisors, drivers, maintenance, dispatchers, etc.) to the new workforce. In particular, the proposal should address salary levels, detailed benefits provided, and retention of the current workforce, including how the proposer would handle the existing seniority list of employees and those vehicle operators that maintain Teamster Local 391 representation and managed CBA activities.

#### **6.1.8 MANAGEMENT APPROACH**

This section should include a statement explaining and documenting the Proposer's ability to perform the scope of work set forth in this RFP, including the following:

1. A description of the Proposer's experience in starting up and transitioning to a contracted operation that had previously been operated by another contractor.
2. The Proposer's operations capability.
3. The Proposer's methods and resources to perform the services described in this RFP.
4. The Proposer's experience in time proven, as well as state-of-the-art, transit management techniques including the use of performance monitoring systems and software.
5. The Proposer's detailed Maintenance Management Plan for PART provided rolling stock and facilities including preventive maintenance details and procedures prescribed to personnel and external contractors.
6. Describe how the Proposer has assisted other public transit agencies in solving service related, budgetary problems and challenges.
7. Describe the relationship between corporate and local contract managers, drivers, and employees.

#### **6.1.9 TRANSITION AND START-UP PLAN**

This section should provide a description of the Proposer's plan to transition into responsibility for the services, to assure a smooth start-up, to hire and train employees, and to assure that it is ready to assume responsibility for Revenue Service by the Commencement Date. This section should identify the specific issues that the Proposer will address in the transition and the Proposer's plan for addressing those issues, and a schedule of specific start-up activities.

#### **6.1.10 TRAINING PROGRAM**

This section should provide a proposed training program for training of vehicle operators, dispatchers, technical support, and supervisory personnel, including the following:

1. Provide a summary of the training program, specifying whether the training program is customized or a purchased system. Summary should include topics such as:
  - a. A description of the specific training that will be provided for vehicle operators on system routes, fare collection, safe driving practices, and customer service, as well as the scope and hours of refresher training for accident prevention and the scope and hours of retraining following vehicle accidents.
  - b. A description of the proposed training on the proper operation of all PART provided vehicles, equipment, and software.
  - c. A description of the proposed training on the proper security, emergency response, and preparedness procedures.
2. A description of the number of hours of training and frequency for each classification of employee specified by the type of training proposed.
3. A description of the Proposer's plan to assure that training will be fully adequate in scope and content throughout the contract term.

#### **6.1.11 OPERATING PLAN**



## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

This section shall describe the Proposer's plan and procedures for revenue vehicle operations, office and field supervision, dispatching, response to in-service vehicle breakdowns, and other service disruptions. This section should include the following:

1. A description of the proposed weekly operating cycle.
2. A description of the proposed scheduling, deployment, and mark-up process.
3. A description of the Proposer's service quality monitoring program, addressing matters such as how on-time performance and trip completion will be tracked and reported, and how operator service provision quality will be checked (e.g. ride checks).
4. A description of the process to report and discuss performance data, using performance monitoring system and software, with PART regularly and fully. These regularly scheduled coordination meetings with PART will include discussions to increase efficiency or improve service delivery.
5. A description of the process to respond to breakdowns, accidents, late service, emergencies, and other service disruptions, and to ensure on time performance.
6. A sample Driver Training Handbook that describes performance expectations and disciplinary procedures. (One copy in electronic format – not counted against the maximum 50-page submittal)
7. A description of the Proposer's approach to coordinate maintenance, pre- and post-trip inspections, and In- Service Road Failures.
8. A description of the Proposer's approach to coordinate fueling and cleaning process, including daily fueling procedures, daily, weekly, and monthly interior and exterior cleaning schedules, farebox probing, and fare removal process with PART.
9. Provide samples for any daily, weekly, and monthly operations reports from maintenance, safety, security, operations, administration, etc.

### **6.1.12 SAFETY AND SECURITY PROGRAM**

This section should provide a Safety and Security Program that complies with all applicable federal regulations of the Occupational Health and Safety Administration (OHSA), Department of Homeland Security (DHS), Department of Transportation (DOT), and any other applicable federal, state, or local safety/security laws, regulations, rules, codes, or orders. This program must integrate with PART's existing emergency management procedures, which will be provided upon selection of a Service Provider. This program should also specifically address the safety of employees, passengers, vehicles, and equipment, and will include the following:

1. A plan for operational safety (with and without passengers aboard), traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities.
2. A detailed description of the proposed accident investigation process, accident notification communication tree, customer injury claim process, and follow-up process. Provide a sample accident investigation form if available.
3. An identification of the staff position dedicated to system security, emergency preparedness, implementation of the Emergency Management Program, security awareness, and implementation of any other safety, security, or emergency requirements.
4. Service Provider will provide Quarterly MIS drug and alcohol reporting to PART management.

The Service Provider's program for safety of employees, passengers, vehicles, and equipment shall be implemented by and the responsibility of the Service Provider.

## 6.2 PRICE PROPOSAL

**A Price Proposal Template is available as Attachment A3. Instructions will be provided where applicable, and each submission will be submitted on the PART pricing form as provided.**

Proposers shall provide a complete Price Proposal using the format identified in the RFP for each of the years in the seven (7) years for a fixed cost. The Rate per Revenue Hour will be identified for the years 1, 2 and 3 in the initial contract. PART will negotiate the compensation amount for years 4-7 at the time of exercise, but the increase is limited to PART Board of Trustee approval and justification by the Service Provider for any increase of the amount paid in the prior year. The contract term for year 4-7 should include estimated rates and are negotiable on an annual/bi-annual basis with no guarantee of extension without the negotiated price being accepted by the PART Board of Trustees. PART will not reimburse any pre-contract expenses incurred by Proposers in the preparation of their Proposals. Proposers shall not include any such expenses as part of their Proposals. The Price Proposal for this Scope of Work must include the following:

1. The total proposed Rate per Revenue Hour for each year for years 1-3 fixed, and 4-7 proposed estimate.
  - a. PART Express Bus
  - b. PART Express Shuttle
  - c. Special Events / Promotions
  - d. On Demand / Micro transit Service
2. The rates associated with PART Vanpool Maintenance.
  - a. Fixed Cost for PM's
  - b. Hourly rate for other functions (provide examples listing details)
3. The cost and pricing elements detailed that comprise the total proposed price; including details related to benefit package, and profit.
4. An indication of any service or items that could be an extra cost and the basis for the cost including Call Center Support activities.

Each Proposer must also provide a copy of the audited certified financial statements (including balance sheet and income statements) of the Proposer for the last three (3) years, together with the financial statements of any parent or affiliated company of the Proposer for the same three (3) year period. The financial statement must set forth the financial status of the entity or business unit that will actually perform the services under this RFP.

## 6.3 PROPOSAL ACCEPTANCE AND VALIDITY

PART reserves the right to accept or reject any Proposals submitted in response to this RFP, or to refuse to enter into any contract resulting from any Proposal submitted. PART may disqualify Proposers and reject Proposals for any of (but not limited to) the following causes:

1. Failure to use the Price Proposal format supplied by PART.
2. Lack of signature by an authorized representative on the Proposal.
3. Failure to properly complete the Proposal and required signatory pages.
4. Evidence of a conflict of interest.
5. Evidence of collusion among Proposers.

Each Proposal constitutes a binding offer to provide the services specified in this RFP, in accordance with the terms and conditions herein. Proposals are subject to negotiation at the discretion of PART. Upon agreement of final terms, the parties shall promptly execute the final contract documents. The Agreement shall bind the Proposer to

furnish and deliver at the price proposed and in accordance with conditions of the accepted Proposal and this RFP, as negotiated. If PART selects a Proposer for contract award and the Proposer does not honor its binding offer, PART may pursue any remedy permitted by law and will execute condemnation of the bid bond. All elements of the Proposal, including the price, shall remain valid for a period of not less than ninety (90) days from the Proposal due date, unless otherwise agreed to by PART and the Proposer. PART may extend the proposal period at any point through written notification.

## 7. PROPOSAL REVIEW

### 7.1 INITIAL REVIEW

The Evaluation/Selection Committee will review and evaluate the Transmittal Letter, Evidence of Good Standing, and Requirements and Certifications on a pass/fail basis. The Evaluation/Selection Committee will identify Proposals as “non-responsive” if they are incomplete or do not provide the required information as described in Section 7 PROPOSAL CONTENTS. PART will not review, evaluate, or score non-responsive Proposals. PART will notify Proposers in writing if their Proposals identified as non-responsive. Minor informalities, irregularities, and apparent clerical mistakes or minor omissions in the Proposal unrelated to the technical qualifications content of the Proposal, will not be the basis for finding a Proposal to be non-responsive, if corrected promptly by the Proposer. PART may notify a Proposer of such a minor irregularity following the initial review under this section. The Evaluation/Selection Committee will evaluate all acceptable Proposals and may contact any of a Proposer’s client references to discuss the Proposer’s qualifications and past performance. The results of any such reference checks may be considered in the evaluation and scoring of Proposals.

PART reserves the right to select for Contract Award the most qualified proposer, based on the evaluation of the initial Proposals as submitted, without interviews or discussions, or establishment of a competitive range. If PART receives only one Proposal that meets the requirements of this RFP, PART may negotiate a Contract with that single Proposer, and may award a Contract to that Proposer. In that event, PART may request information from the Proposer to enable PART to perform a cost/price analysis, evaluation, and audit of the proposed price.

### 7.2 COMPETITIVE RANGE

PART may establish a competitive range for the Proposals based on evaluation and review of qualifications and price. The Contracting Agent will notify Proposers in writing if a competitive range is established and whether or not they are within the range.

### 7.3 BEST AND FINAL OFFERS

PART may elect to conduct interviews with all Proposers in the competitive range. Interviews may include a presentation by the Proposer, followed by questions, and any requests for clarification of a Proposal or advice from PART on how a Proposal may be improved. Proposers may comment on any PART requests for revisions. Proposers should be prepared to fully explain and justify Price Proposals, including the assumptions or models they used to develop costs. At the conclusion of the interview process, Proposers in the competitive range must submit a BAFO, if requested. The BAFO must respond to and fully address all issues, concerns, deficiencies, and questions that arose during the interview process, and should submit the most cost-effective Price Proposals feasible. If a competitive range is not established, the Evaluation/Selection Committee will evaluate and score the acceptable Proposals and determine the highest ranked Proposal and will make its recommendation for contract award to the PART Board of Trustees.

## 8. PROPOSAL EVALUATION

Part will evaluate proposals based on:

1. The technical qualifications, representing seventy-five percent (75%) of the total score; and
2. The price proposal, representing twenty-five (25%) of the total score.

### 8.1 OPERATIONS CAPABILITY: 20 POINTS

PART will evaluate the Proposer's operations capability, approach, and plans:

1. The overall quality of the Proposer's Operating Plan, including the proposed operating procedures; On-Time Performance recommendations; approach to employee and vehicle scheduling, deployment, dispatching, supervision, customer service, and emergency contingencies and response; the contents of the Proposer's service quality monitoring program; Proposer's Maintenance Program, and the approach to providing regular and accurate reporting of performance data: **15 points**
2. The quality and completeness of the Proposer's Safety and Security Program, including whether the program reflects a clear understanding of federal and state requirements: **5 points**

### 8.2 KEY PERSONNEL, MANAGEMENT TEAM, AND STAFFING AND TRAINING PLANS: 30 POINTS

PART will evaluate the personnel related elements of the Proposer's submittal:

1. The qualifications, experience and credentials of the key personnel, projected availability of key personnel; any record of the team working together on similar projects; and the quality of the Proposer's overall management organization and team: **10 Points**
2. The quality of the Proposer's Staffing and Personnel Plan, including the Proposer's employee hiring and recruitment programs, as well as the Proposer's plans for workforce stability, detailed benefits plans, bonuses/creditable service awards, and employee advancements: **15 Points**
3. The quality and completeness of the Proposer's Training Plan: **5 Points**

### 8.3 PROJECT EXPERIENCE AND REFERENCES: 10 POINTS

PART will evaluate the Proposer's experience in providing operations services:

1. Demonstrated experience by the Proposer in successful transit service operation, including a description of how the Proposer has helped an agency or agencies solve service-related and budgetary challenges and problems, such as through service restructuring: **5 Points**
2. The information obtained on the Proposer's past performance through contacts with client references, including any statistical information obtained on matters such as On-Time Performance, passenger complaints, and safety of operations: **5 Points**

### 8.4 TRANSITION AND START-UP PLAN: 5 POINTS

PART will evaluate the quality and completeness of the Proposer's Transition and Start-up Plan, including the proposed tasks, approach and resources for Transition and Start-up, and the proposed transition schedule.

### 8.5 FINANCIAL CAPACITY: 5 POINTS

## PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

PART will evaluate the Proposer's overall financial condition and capacity, including an assessment of any financial risks or contingent liabilities currently facing the Proposer or anticipated; the extent of its financial strength and resources; and its solvency ratios (current, quick, debt-to-equity). PART reserves the right to consider outside reporting services and related information for the purpose of evaluating a Proposer's financial condition.

### 8.6 DBE PARTICIPATION: 5 POINTS

PART will evaluate the Proposer's history of using Disadvantaged Business Enterprises and its plan to incorporate and use Disadvantaged Business Enterprises to meet the minimum participation goal of 5%.

### 8.7 PRICE PROPOSAL: 25 POINTS

PART will score the Price Proposal based on the total contract price proposed, which is the sum of the annual prices for the initial three (3) years and the Transition and Start-up costs. The Proposer with the lowest total price will receive the maximum number of points available, twenty-five (25). The other Proposers will receive points based on a ratio of their price to the lowest price.

The following is an example of the scoring of price proposals:

1. Proposer A proposes a price of \$1,500;
2. Proposer B proposes a price of \$1,800; and
3. Proposer C proposes a price of \$2,300.

The resulting points are as follows:

1. Proposer A:  $\$1,500 \div \$1,500 \times 25$  points = 25 points;
2. Proposer B:  $\$1,500 \div \$1,800 \times 25$  points = 21 points; and
3. Proposer C:  $\$1,500 \div \$2,300 \times 25$  points = 16 points

## 9. AWARD AND CONTRACT

### 9.1 POST SELECTION NEGOTIATIONS

PART will negotiate with the highest ranked Proposer to develop an executable Agreement and may request changes to Proposer's submittal. In the event PART is unable to negotiate a satisfactory agreement with the highest ranked Proposer one week after the notice of selection, PART may terminate negotiations and undertake negotiations with the second highest ranked Proposer.

### 9.2 NOTICE OF AWARD

The Notice of Award will not only advise the Service Provider of the award recommendation but will also deliver the agreement for execution. The Service Provider shall execute and deliver to PART the Agreement with an original signature of the Service Provider's authorized representative to PART, with the following required documents:

1. The insurance certificates.
2. The designation of the Service Provider's Key Personnel.
3. The Service Provider's organizational chart.

### 9.3 NOTICE TO PROCEED

PART will issue a Notice to Proceed (NTP) to the Service Provider following PART Board of Trustees approval of the agreement, receipt of the signed Agreement, and required documents. The NTP will identify the mobilization period, including implementation of the Transition and Start-up Plan, and Commencement Date.

## 10. CONFLICTS OF INTEREST

No employee, officer or agent of PART shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any Proposing firm:

1. The employee, or an officer or agent of the employee.
2. Any member of the employee's immediate family.
3. The employee's business partner.
4. An organization which employs or is about to employ any of the above.

### 10.1 GRATUITIES

PART's officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

### 10.2 PART EMPLOYEES

PART seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current or former PART employees in transactions with PART. All Proposers, vendors, or contractors who anticipate contracting with PART must identify, in their proposal submission, any current PART employees or former PART employees (who have left PART employment within two year's preceding the issuance of this RFP) involved in the preparation of their Proposal or the anticipated performance of work or services if awarded the Contract.

### 10.3 ORGANIZATIONAL

Prior to entering into the Contract, the Service Provider is required to inform PART of any real or apparent organizational conflict of interest. Such organizational conflict of interest would exist if the nature of the work under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Service Provider, or may affect the Service Provider's objectivity in performing the Contract work.

### 10.4 LOBBYING

During the period beginning with the advertisement and distribution of the RFP and ending with contract execution, **no Prospective Proposer is allowed to communicate with any PART staff, employees, consultants, or agents regarding this RFP, excluding:**

1. Communications with the PART's Contracting Agent.
2. Communications that are in response to inquiries initiated by PART.

Nothing in this section shall preclude a Prospective Proposer from contacting a PART employee for purposes of discussing future employment opportunities should that firm be selected as the Contractor, but the Prospective Proposer shall notify the PART Contracting Agent by e-mail of all such contacts with PART employees. The

Prospective Proposer shall not, in any discussion with a PART employee, address any substantive or procedural matter relating to this RFP, the evaluation or selection process hereunder, or Contract award. Any PART employee who engages in a discussion with a Prospective Proposer regarding future employment shall be recused from any involvement whatsoever in any aspect of the procurement process under this RFP.

#### 10.5 COLLUSION

Any evidence of agreement or collusion among Proposers will render the Proposals of such Proposers void. Advance disclosures of any information to any particular Proposer, which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening, made or permitted by an employee or representative thereof, will operate to void all Proposals of that particular bid, solicitation or request.

### 11. PROPOSAL PROTEST PROCEDURES

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this Request for Proposal (RFP).

The procedure shall be as follows:

#### 11.1 PRE-PROPOSAL PROTESTS

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the PART CEO/General Manager as specified below not later than 10 business days prior to the deadline for submission of bids/proposals. The PART CEO/General Manager may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the PART CEO/General Manager as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the PART CEO/General Manager shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

#### 11.2 PRE-AWARD PROTESTS

With respect to protests made after the deadline for submission of bids/proposals but before contract award by PART, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, PART's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the PART CEO/General Manager as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by PART.

The PART CEO/General Manager may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that PART shall announce the contract award.

The decision by the PART CEO/General Manager shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by FTA as specified below.

### 11.3 REQUIREMENTS FOR PROTESTS

All protests must be submitted to PART in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by PART.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

PART CEO/General Manager  
Piedmont Authority for Regional Transportation  
107 Arrow Road,  
Greensboro, NC 27409  
E-mail: [scottr@partnc.org](mailto:scottr@partnc.org)  
Fax: 336-662-9253

### 11.4 PROTEST RESPONSE

The PART CEO/General Manager shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, PART will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official PART response to the protest and PART will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

### 11.5 REVIEW OF PROTESTS BY FTA

All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with PART prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protester has received actual or constructive notice of PART's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.



PART EXPRESS BUS AND SHUTTLE SERVICES MANAGEMENT/OPERATIONS/MAINTENANCE

Summary of Changes

Revision	Changes
Draft 02 – 5/13/2022	Andrew – Clerical revisions to Names, Titles, Contact Info, and some years. Added a placeholder draft schedule in 4.3 Draft language for DBE section and evaluation (4.2.14), (5.15.2) (9.6)
Draft 03 -10/10/2022	Andrew – Revision of draft schedules. Will be sending lists out to various staff members for updated information.
10/14/2022	Scott – review comments – answer/add to questions. Cleared highlighted section related to Union
10/17/2022	Andrew – preliminary revisions based on prior comments. Ahead of group meeting.
Draft 04- 10/17/2022	Andrew – Meeting with Scott, Chris, David, and JD to review proposal and make revisions.
Draft 05 10/18/2022	Andrew – Revised per discussions with group. Standardized fonts and other visual choices.