



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

## CONTRACT AWARD

September 30, 2019

Apple Bus Company  
Attn: Reid Oyster  
230 E. Main Street  
Cleveland, MO 64734

**PROJECT:** ADA Paratransit and Demand/Response Transportation Services  
**REFERENCE #:** 96217-009.0

This is to advise you that your bid for ADA Paratransit and Demand/Response Transportation Services was approved by the CCTA Board on September 27, 2019. In accordance with the contract terms and conditions, the item checked below shall be submitted within ten (10) days of receipt of this CONTRACT AWARD letter. An electronic copy or a facsimile copy is acceptable.

A copy of the contract is enclosed for you to review the requirements of the following:

XX 1. Insurance Certificate **and Endorsement(s)** – **current insurance on file will expire**  
(Email to: [kzoocert@asugroup.com](mailto:kzoocert@asugroup.com) or fax to 866-490-0001)

**Please be sure the insurance certificate and endorsements are sent as required by the new Michigan PA 271 of 2014. The documents should state that the Central County Transit Authority is an additional insured or it cannot be approved.**

When this item is received and approved by this office, you will receive an official NOTICE TO PROCEED letter and the purchase order. Under no circumstances shall work commence on this project until you have received your NOTICE TO PROCEED.

If you have any questions regarding the above, please call this office.

Sincerely,

Greg Vlietstra  
Central County Transportation Authority  
Deputy Director of Support Services

Attachment - Contract

c: File



**Central County Transportation Authority**  
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**REQUEST FOR PROPOSAL (RFP)**

The Central County Transportation Authority (CCTA) is soliciting sealed proposals for:

**Project Name:** ADA Paratransit and Demand/Response  
 Transportation Services

**Proposal Reference #:** 96217-009.0

**RFP ISSUE DATE:** May 29, 2019

Number of Copies Required: 2

**PROPOSAL DUE/OPENING DATE:** July 2, 2019 @ 3:00 p.m. Local Time

*Facsimile Proposals Will Not Be Accepted.*

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Purchasing  
 c/o Central County Transportation Authority  
 241 W. South Street  
 Kalamazoo, MI 49007

**Questions about this RFP should be directed to:**

Department Contact: Richard Congdon  
 Program Manager  
 at (269) 337-8477

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

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

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

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**CCTA – REQUEST FOR PROPOSAL  
ADA Paratransit and Demand/Response  
Transportation Services**

**Proposal Reference #: 96217-009.0**

**STATEMENT OF NO PROPOSAL**

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

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

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

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one vendor only (explain below).

\_\_\_\_\_ Specifications are unclear (explain below).

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ Insufficient time to respond to the Request for Proposal.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Remove us from your proposal list for this commodity or service.

\_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## SECTION I - INSTRUCTIONS TO PROPOSERS

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

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

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



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**ADDENDUM #1**  
**June 17, 2019**

**TO:** All Prospective Bidders  
**SUBJECT:** Bid Reference #: 96217-009.0  
**PROJECT:** ADA Paratransit and Demand Response Services  
**BID OPENING DATE/TIME:** July 2, 2019 @ 3:00 p.m. Local Time

The purpose of this Addendum is to clarify and/or modify the Specifications for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

**SPECIFICATION CLARIFICATIONS:**


1. **REVISE:** CONTRACT PERIOD AND EXTENSION, Page 59, 4.1:

The contract shall be in effect for a three (3) year period with the option to renew for an additional two (2) year periods. All renewals shall be upon mutual agreement of both parties.

The Addendum can be viewed and downloaded from the City's website at <https://www.kalamazoo.org>


**In order for a bid to be responsive, this addendum must be returned with your bid.** If you have already submitted your bid, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it with the Revised Bid and Award sheet to the undersigned and it shall be incorporated in your bid. Please identify your return envelope with the bid reference number and project description.

Sincerely,

  
Michelle Emig  
Purchasing Manager

c: CCTA

FIRM: Apple Bus Company  
NAME: Reid Oyster

SIGNED:   
DATE: 6/19/19



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**ADDENDUM #2**  
**June 28, 2019**

**TO:** All Prospective Bidders  
**SUBJECT:** Bid Reference #: 96217-009.0  
**PROJECT:** ADA Paratransit and Demand Response Services  
**BID OPENING DATE/TIME:** July 9, 2019 @ 3:30 p.m. Local Time

The purpose of this Addendum is to clarify and/or modify the Specifications for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

The Addendum can be viewed and downloaded from the City's website at <https://www.kalamazoocity.org>

- A. EXTENSION:** Bids for the project referenced above will be received by the City of Kalamazoo Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007 until 3:30 p.m. Local Time on July 9, 2019 at which time they will be publicly opened and read.
- B. RESPONSE TO QUESTIONS:**
1. Please provide the revenue service hour definition for each of the services listed in the RFP.  
**A revenue service hour as defined by the FTA National Transit Database is the number of hours a transit vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized or provide payment through a contractual arrangement. Revenue service includes layover or recovery time. It does not include deadhead or maintenance testing.**
  2. Please provide/confirm the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for these services.  
**Please see the attached FY2018 NTD Report.**
  3. Please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times.  
**Please see the attached FY2018 NTD Report for average vehicle numbers. Peak service hours are from 0600 to 1000 and from 1400 to 1700.**
  4. Please provide the current call volume, broken down by weekday, Saturday and Sunday to include hourly levels if possible.  
**Please see the attached Metro Connect Telephone Scheduling Data report.**

5. Please provide detailed information for each run to assist with proper budgeting. Please include deadhead hours and miles, number of buses currently used on each route, pull-out and return-to-yard times, etc.  
**Metro Connect does not provide routes. Deadhead hours and miles are included in the attached FY2018 NTD Report. See page 17, Section 1 of the RFP for service hours.**
6. Are there any remaining warranties for the fleet or provided equipment?  
**Vehicles come with a 36,000-mile warranty but that runs out quickly because of the high use. The radios do not have a warranty. The Samsung tablets have a one-year warranty that will expire on 4/1/2020.**
7. What is the current on time performance for the service?  
**The Metro Connect on-time performance through May of 2019 is 97.71%.**
8. On-Time Performance -- Is sampling accepted or 100% of trips?; Is a pickup before the window still considered on-time?  
**On-time performance is calculated with 100% of Metro Connect trips. On-time trips are 15 minutes before or after the scheduled pickup time.**
9. Hardware: Is there a requirement for integration of tablets, signage, passenger counters with the dispatching system?  
**The Samsung Galaxy tablets are equipped with ParaScope software that works with the CTS Software scheduling system.**
10. IT: Are there any non-standard system applications that need to be installed on Contractor's workstations?  
**No, the CTS Software scheduling system is completely web based.**
11. IT: What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?  
**Computers are needed for the CTS Software scheduling system. The on-board Samsung Galaxy tablets are provided by Metro but the Contractor is responsible for all maintenance/repairs to the tablets. The tablets are under warranty until April 1, 2020.**
12. On page 58, the RFP states "1.3 Provide technical literature on the tires proposal" and refers to a "tire lease contract" in the following section. What is the tires proposal that CCTA is referencing? **The reference to a "tire lease contract" was from another RFP for leasing tires for Metro's fixed-route service and should not have been included in this RFP.**
13. Please provide the number of FT Operators and PT Operators required to meet service demand.  
**There is no minimum requirement for vehicle operators and it is up to the Contractor to decide how many are needed to meet service demand.**
14. Please provide the total number of Schedulers currently employed to meet the call volume demands.  
**The current contract calls for a minimum of five schedulers Monday through Friday and a minimum of three on the weekends. There is a minimum of two dispatchers Monday through Friday and one dispatcher on the weekend. The current Contractor cross trains both schedulers and dispatchers to do both jobs.**

15. How are passenger fares currently collected by the driver (farebox/money pouch)?  
**The vehicles do not have fareboxes. Fares are collected with a money pouch.**
16. Please provide the percentage of fare types that are collected. (cash, coupon, and check).  
**For May 2019 of the total fares collected, 73% were coupons, 26% was cash and 1% were checks.**
17. How many total trips were provided for this service in 2018? 2018 data provided in responses look significantly different than the RFP.  
**There were 166,589 trips provided for the calendar year of 2018.**
18. Please explain the process when service is + or - 10% of the overall priced service levels. If we provide an increase of 11% over the RFP total trips, do you add the per trip charge at the 11% or 1% volume?  
**If two of the three estimates of trips, miles and hours are more than 10% of the estimate for the year then the Contractor is paid at the end of the year the number of trips over the estimate in the RFP based on the Contractor's cost per trip that is part of the bid.**
19. Are any trips currently reimbursed to the County via Medicaid? Are any trips provided considered NEMT trips?  
**No, there is no Medicaid reimbursement and no formal non-emergency medical trips provided.**
20. Will the contractor be provided any non-revenue vehicles for maintenance or street supervision?  
**The Contractor can use a revenue vehicle for street supervision because it can also be used to pick up passengers as needed. There are no non-revenue vehicles provided for maintenance.**
21. Please provide the number of trips by the hour of each day. Please provide one week's data (each day individually).  
**See attached spreadsheet.**

**In order for a bid to be responsive, this addendum must be returned with your bid.** If you have already submitted your bid, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it with the Revised Bid and Award sheet to the undersigned and it shall be incorporated in your bid. Please identify your return envelope with the bid reference number and project description.

Sincerely,



Michelle Emig  
Purchasing Division Manager

c: CCTA

FIRM: Apple Bus Company

NAME: Reid Oyster

SIGNED: [Signature]

DATE: 6/29/19



# METRO COUNTY CONNECT FY 2018 NTD INTERNET REPORTING

October 1, 2017- September 30, 2018

## Maximum Service Vehicles

Vehicles operated in maximum service (VOMS) 41  
Vehicles available for maximum service 48

	Average Weekday	Average Saturday	Average Sunday	Annual Total
<b>Periods of Service</b>				
Time service begins	5:50	5:50	8:00	
Time service ends	0:15	22:15	18:00	
Weekday AM peak	07:00 - 10:00			
Weekday midday	10:00 - 13:00			
Weekday PM peak	13:00 - 18:00			
<b>Services Supplied</b>				
Vehicles in operation	41	15	7	
Total actual vehicle miles	5,510	1,336	870	1,515,028
Total actual vehicle revenue miles (VRM)	4,759	867	561	1,283,554
Deadhead miles	751	469	309	231,474
Total actual vehicle hours	387	115	76	108,399
Total actual vehicle revenue hours (VRH)	324	92	62	90,401
Deadhead hours	63	23	14	17,998
Charter service hours	0	0	0	0
School bus hours	0	0	0	0
<b>Services Consumed</b>				
Unlinked passenger trips (UPT)	606	122	77	164,456
ADA Unlinked passenger trips	280	48	32	75,448
Passenger miles (PM)	6,188	1,580	1,016	1,707,676
<b>Service Operated (Days)</b>				
Days operated	254	52	53	359
Days not operated due to strikes	0	0	0	0
Days not operated due to officially declared emergencies	0	0	0	0

2018

**Metro Connect Telephone Scheduling Data**

	Total Calls	Avg. per Day	Avg. Wait Time	Avg. Calls to VM
January	7,000	225	3.45	31
February	7,008	250	3.53	28
March	8,359	270	3.30	23
April	7,501	250	0.14	21
May	7,526	242	0.15	24
June	7,491	249	0.14	27
July	6,451	208	3.45	23
August	8,246	266	3.20	21
September	8,246	266	3.20	21
October	8,505	266	3.12	44
November	7,347	245	2.57	36
December	7,732	266	2.57	26
	<b>91,412</b>	<b>3,003</b>	<b>28.82</b>	<b>325</b>
Avg.	7,618	250	2.4	27

<b>Metro Connect Trips 6/16 - 6/22/19</b>							
	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
0600 - 0700	X	24	27	29	26	26	9
0700 - 0800	X	66	79	79	66	69	7
0800 - 0900	17	72	68	85	61	69	5
0900 - 1000	11	42	40	44	38	41	8
1000 - 1100	10	31	31	38	27	35	10
1100 - 1200	12	32	29	29	34	25	7
1200 - 1300	11	24	34	42	37	24	12
1300 - 1400	12	25	21	24	20	25	9
1400 - 1500	5	105	107	114	103	100	8
1500 - 1600	10	59	70	74	62	56	13
1600 - 1700	4	32	34	33	35	32	16
1700 - 1800	8	9	21	17	21	18	3
1800 - 1900	X	8	8	6	11	9	8
1900 - 2000	X	4	7	6	13	4	6
2000 - 2100	X	5	5	9	7	9	1
2100 - 2200	X	2	3	2	3	3	4
2200 - 2300	X	3	3	5	3	4	X
2300 - 0000	X	1	0	1	2	4	X
<b>Total 3,116</b>	<b>100</b>	<b>544</b>	<b>587</b>	<b>637</b>	<b>569</b>	<b>553</b>	<b>126</b>

**SECTION II  
 PROPOSAL AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide the services as specified herein as proposed below:

Demand/Response Transportation Services (See pages 8 and 9 for explanation of bid information and estimated trips. See also section 8.6 for scheduling requirements.)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ADD ON PER TRIP</u>	<u>DEDUCT PER TRIP</u>
1.	Year 1	\$ <u>37.50</u>	\$ <u>37.50</u>
	Annual lump sum base bid	\$ <u>4,327,166.00</u> *	
2.	Year 2	\$ <u>39.38</u>	\$ <u>39.38</u>
	Annual lump sum base bid	\$ <u>4,543,524.00</u> *	
3.	Year 3	\$ <u>40.96</u>	\$ <u>40.96</u>
	Annual lump sum base bid	\$ <u>4,725,265.00</u> *	
Grand Total for Three Years:			\$ <u>13,595,955.00</u>

\*Payable monthly, per Sections 14 and 15

**ALL PROPOSERS SHALL PROVIDE ONE (1) ORIGINAL AND ONE (1) COMPLETE COPY OF THEIR PROPOSAL.**

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

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

Addendum No:     N/A     \_\_\_\_\_

Dated: \_\_\_\_\_

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: Apple Bus Company

2. Established: Year 2000 Number of Employees: 2100

3. Type of organization:

a. Individual: \_\_\_\_\_ b. Partnership: \_\_\_\_\_  
c. Corporation: X d. Other: \_\_\_\_\_

4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_

5. Include at least 3 references of contracts for similar work performed over the last two (2) years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Metro

Address: 530 N Rose St., Kalamazoo, MI 49007-3638

Phone: 269-337-8222

Contact: Richard Congdon

Type of work or contract: The work specified in this RFP

5.2 Company Name: Missouri State Schools for the Severely Disabled

Address: 205 Jefferson St, Jefferson City, MO 65101

Phone: 573-751-5739

Contact: Debbie Downing

Type of work or contract: Daily delivery and retrieval service for medically fragile individuals

5.3 Company Name: Huntsville City Schools


Address: 200 White St, Huntsville, AL 35801

Phone: 256-428-6800

Contact: Dr. Jeff Wilson

Type of work or contract: All transportation operations for large urban school district

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

Signed:  Name: Reid Oyster  
(type or print)

Title: Executive Vice President Date: 6/26/19

**PROPOSER FORM**

(Please return this form with your proposal submission.)

Firm Name: Apple Bus Company

Address: 230 E Main St Cleveland MO 64734  
Street City State Zip

Website: www.applebuscompany.com

Contact: Reid Oyster Executive Vice President  
Name Title

Phone: ( 816 ) 618 - 3310

Fax: ( 816 ) 618 - 3311

Email: reid.oyster@applebuscompany.com

Years in Business: 19

Number of Employees: 2100

Annual Gross Receipts of your firm:

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

Special Status:

- DBE
- Small Business

BLANK forms are NOT acceptable. Please fill out sections 1 thru 6.  
SIGNATURES ARE REQUIRED.

**DBE PARTICIPATION FORM**

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

1) DBE Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

2) Dollar amount awarded: \_\_\_\_\_

3) Description of work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4) CONTRACTOR’S COMMITMENT TO USE DBE FIRM

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

Dated \_\_\_\_\_ (Authorized Signature)

5) DBE’S COMMITMENT TO PARTICIPATE

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

Dated \_\_\_\_\_ (Authorized Signature)

6) NO SUBCONTRACT OPPORTUNITIES AVAILABLE.

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

Dated \_\_\_\_\_ (Authorized Signature)

**DBE PARTICIPATION FORM**

**Instruction Diagram**

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

DBE Firm Name: \_\_\_\_\_  
Sub contractor name and address

Address: \_\_\_\_\_

1) Dollar amount awarded: \_\_\_\_\_ Amount awarded to Sub contractor

2) Description of work to be performed: \_\_\_\_\_  
Work description

4. **CONTRACTOR'S COMMITMENT TO USE DBE FIRM** Prime contractor fills out

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

Dated \_\_\_\_\_  
(Authorized Signature)

5. **DBE'S COMMITMENT TO PARTICIPATE** Sub contractor fills out

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

Dated \_\_\_\_\_  
(Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES AVAILABLE.** Prime contractor fills out.

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

Dated \_\_\_\_\_  
(Authorized Signature)





apple bus company

### **Apple Bus Statement on DBE Participation**

We at Apple Bus believe in supporting disadvantaged businesses as much as we can when we are the prime contractor on a project like the ADA paratransit and Demand Response Services contract serving the Central County Transportation Authority. We have read and understand the CCTA's desire to have DBE participation at a high level and have begun to evaluate the current landscape for opportunities to partner with vendors of necessary services.

We have identified four areas that we believe may bear fruit for us. After evaluating the county's qualified list of DBEs we believe that the best opportunity for us may be in fuel supply and delivery, staffing, vehicle washing and facility maintenance. We have already begun to reach out to the qualified providers in each space.

We will continue to keep CCTA involved in our progress in finding suitable partners that promote DBE participation with the agency.

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

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



\_\_\_\_\_  
Signature of Authorized Individual


\_\_\_\_\_  
Executive Vice President  
Title

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

**CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES**

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, [www.fta.dot.gov](http://www.fta.dot.gov) and <http://www.kmetro.com/resources/proposal-opportunities>

Apple Bus Company acknowledges receipt of the Contract Clauses available at  
(Vendor Name)  
<http://www.kmetro.com/resources/proposal-opportunities> and certifies compliance with all federal requirements for items and services being purchased by the Central County Transportation Authority.

  
Executive Vice President  
VENDOR REPRESENTATIVE, TITLE

**BUY AMERICA CERTIFICATE**

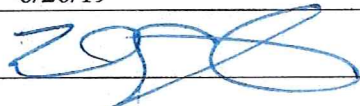
The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A proposer or offer must submit to the FTA recipient the appropriate Buy America certification (see below) with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The proposer or offer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date 6/26/19  
Signature   
Company Apple Bus Company  
Title Executive Vice President

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 CFR U.S.C. 5323(j)(1) but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations at 49 CFR Part 661.7.

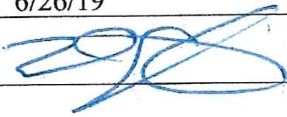
Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company \_\_\_\_\_  
Title \_\_\_\_\_

**49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned certifies to the best of his/her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified as 2 U.S.C. 1601 *et seq.*)] (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C., subsection 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. subsection 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C., subsection 3801, *et seq.*, apply to this certification and disclosure, if any.

Date 6/26/19  
Signature   
Company Apple Bus Company  
Title Executive Vice President

**17. Explain how you plan to provide excellent customer service for the program.**

All employees of Apple Bus Company are charged with making sure that the end result is a positive customer experience. Although the schedulers and drivers have the most influence on this outcome, the mechanics, management and office staff all play a role. Just as with drivers, we feel that thorough, consistent training is the best way for us to ensure consistent, high quality service from first call to finished ride.

Our dispatch and scheduler training is extensive and can be found under Tab 7 of this proposal. What you will find in our training program is that we go the extra mile to make sure that our employees know exactly what is expected of them and that there are tools in place to measure their success. A transportation program like ours in Kalamazoo requires a symphony of a lot of parts running smoothly every day, something we strive to do day in and day out for the patrons of Kalamazoo County.

**18. What is your training program for customer service, communication skills and sensitivity?**

As stated in the response to the previous question, all of our employees participate in our customer service training program which you can find in Tab 7 of this proposal. In addition to this, our dispatchers go through additional customer service training and customer service is normally the focus of every one of our monthly safety meetings. Ultimately safety and customer service go hand-in-hand and our training programs attempt to relay this to the entire employee group on a regular basis.

**19. Identify subcontractors you will utilize to work on this project and their expected roles.**

At the point of production of this proposal we have not identified any subcontractors that we will be using to fulfill the terms of this contract. That being said and as stated in our DBE response in Tab 1 of this proposal, we are in the process of identifying registered DBEs that may fit into the landscape of this contract. We will keep the appropriate authorities apprised of our progress through this exercise.

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

  
\_\_\_\_\_  
Signature of Authorized Individual

Executive Vice President  
\_\_\_\_\_  
Title

This certification must be attached and returned with any bid/proposal/offer exceeding \$100,000.

**QUALIFICATIONS QUESTIONNAIRE**

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

1. Firm name: Apple Bus Company
2. Physical address: 230 E Main St., Cleveland, MO 64734
3. Established: Year 2000 State MO
4. Type of organization:
  - a. Individual: \_\_\_\_\_
  - b. Corporation: X
  - c. Partnership: \_\_\_\_\_
  - d. Other: \_\_\_\_\_
5. Total personnel of firm:
  - a. Professional: \_\_\_\_\_
  - b. Drivers: \_\_\_\_\_
  - c. Dispatchers: \_\_\_\_\_
  - d. Mechanics: \_\_\_\_\_
  - e. Schedulers: \_\_\_\_\_
  - f. Total: \_\_\_\_\_
6. Former firm name(s) if any, and year(s) in business:  
N/A
7. Branch office(s) where work may be performed:  
Apple Bus has dozens of offices operating in 8 states
8. Project Manager's name: \_\_\_\_\_  
Qualifications and experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person, telephone number and description of work performed.
  - 9.1 Company Name: References can be found in Tab 1 of this proposal  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Services performed: \_\_\_\_\_



**QUALIFICATIONS QUESTIONNAIRE (cont)**

9.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Services performed: \_\_\_\_\_

9.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract Services performed: \_\_\_\_\_

10. Provide your understanding of the project and any special qualifications you bring to this project.  
Answers to questions 10-19 can be found in Tab 6 of this proposal.

\_\_\_\_\_  
\_\_\_\_\_

11. What type of licenses do drivers hold? \_\_\_\_\_

12. Explain your firm's experience with Federal Transit Administration regulations and reporting requirements as they pertain to this type of service.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. What software do you use to schedule rides and explain your trip scheduling process?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. What are your scheduling standards and what do you use to make the scheduling process as quick and efficient as possible?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Can passengers schedule rides other than on the telephone, i.e. online or text?

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16. Explain how you plan to ensure the safety of all passengers, drivers and the public.

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17. Explain how you plan to provide excellent customer service for the program.

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18. What is your training program for customer service, communication skills and sensitivity?

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19. Identify subcontractors you will utilize to work on this project and their expected role(s).

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

Signed: Reid Oyster Name: Reid Oyster  
Type or Print

Title: Executive Vice President Date: 6/27/19

**DEVIATIONS**

Bidders shall itemize all deviations to the specifications below. If this is not sufficient space, attach additional sheets as required.

We are responding to this proposal with no deviations from the specifications.

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## ***Qualification Questionnaire Responses***

### **10. Provide your understanding of the project and any special qualifications you bring to this project.**

Apple Bus has been providing the services outlined in the RFP that prompted this proposal since 2009. We believe that over the course of the last 10 years we have provided the service at a high level and will continue to do so if awarded a new contract. We have seen the system evolve over the last decade and have gracefully managed the evolution of the program by working hand-in-hand with Metro staff. The implementation of new technology, new vehicles and added trip volume over the last decade has been difficult to navigate but we believe we have done so with grace and effectiveness.

Apple Bus is a much larger company than we were 10 years ago when we were first awarded the contract. As you read in Tab 3, Apple Bus now has over 2000 employees and serves customers in eight states. We are not only the incumbent on this project, we are one of the fastest growing companies in transportation and there is a reason for that. We are excited to keep CCTA in the Apple Bus family for years to come and to continue to grow with the agency.

### **11. What type of licenses do your drivers hold?**

All drivers hold Class B CDLs but depending on what type of vehicle they are assigned to, may hold either a "P" endorsement or a Chauffeur's endorsement. We make every attempt to have as many drivers as possible cross-trained but in today's difficult driver market, having some more "lightly trained" drivers for the smaller vehicles is the best way for us to keep the driver ranks full.

### **12. Explain your firm's experience with Federal Transit Administration regulations and reporting requirements as they pertain to this type of service.**

As stated earlier in the questionnaire, Apple Bus has operated this contract for nearly 10 years which means we have had regular interactions with the FTA through that entire time.

Our Director of Transit Operations, Stephanie Shaw, has worked with the FTA for much of her career, receives continuing education on FTA updates periodically and holds multiple certificates of completion from the FTA on different topics and FTA subjects. Stephanie was also the general manager of the Kalamazoo, Michigan location for many years before being promoted to the home office.

### **13. What software do you use to schedule rides and explain your trip scheduling process?**

Apple Bus utilizes CTS Software for all scheduling. We have a decade long relationship with CTS and over the time we have been partners with them we have seen the software evolve into a tool that we find very effective at managing the scheduling needs at Kalamazoo. We have attached specific materials about CTS in Tab 11 of this proposal.

As far as the scheduling process is concerned, riders have the option to either call and make a reservation with a scheduler or email their request in. The request is entered into the CTS system and rider is given the time and offered a confirmation number for their trip. The trip is then performed on the day it was reserved.

**14. What are your scheduling standards and what do you use to make the scheduling process as quick and efficient as possible?**

Apple Bus works hard to build an environment at our Kalamazoo location in which our employees are not only held to a high standard, but where they feel empowered and incentivized to exceed the already high expectations put on them by Apple Bus and by our customers.

As far as specific metrics are concerned, schedulers are expected to make each call as pleasant as possible, pace each call for the comfort of the caller, maintain maximum efficiency for routes (Optimizing space on all vehicles at all times), and give the caller all needed information for their reservation. Examples of information needed for the call would be; times, addresses, and confirmation numbers. All schedulers are given a wide variety of technology to utilize while doing this, ranging from mapping programs within CTS and outside of CTS, to utilizing past ride data for accuracy.

One of the new features that we will be implementing if awarded a new contract with CCTA is an array of features provided by AT&T to record calls and to manage metrics to monitor hold times and total length of calls. We feel like having this data will help us provide a higher level of consistency with our scheduling system.

**15. Can passengers schedule rides other than on the telephone, i.e. online or text?**

Locally, we offer telephone, email, and fax as scheduling options. Apple Bus is open to any and all options for accepting reservations. As the community changes we are flexible enough to change with it.

**16. Explain how you plan to ensure the safety of all passengers, drivers and the public.**

We believe that a transportation company is only as good as the drivers that we put on the road and because of this we train our drivers at a very high level to provide them with the confidence and the resources that they need to perform at a high level.

At minimum, all Apple Bus drivers go through an 80-hour on-board training program, are ride-checked at least monthly, participate in a driver mentoring program, monthly ongoing topical training and post-accident retraining. We feel this level of training although intense, expresses to our employees the importance of the job that they do every day. Drilling "the proper way" to do things puts drivers in a situation that when called upon, the proper response comes as second nature which is exactly what we want to happen.

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

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

Tax Identification Number (Federal ID): 43-1903691

Remittance Address: 230 E Main St., Cleveland, MO 64734

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

SIGNED: Reid Oyster NAME: Reid Oyster  
(Type or Print)

TITLE: Executive Vice President DATE: 6/26/19

FIRM NAME: Apple Bus Company

ADDRESS: 230 E Main St. Cleveland MO 64734  
(Street address) (City) (State) (Zip)

PHONE: 816-618-3310 FAX: 816-618-3311

EMAIL ADDRESS: reid.oyster@applebuscompany.com

**FOR CCTA USE ONLY - DO NOT WRITE BELOW**

Proposed contract accepted at the per trip prices stated herein for a term contract not to exceed \$13,595,955.00. Contract expires December 31, 2022.

APPROVED BY: Greg Vlietstra  
Greg Vlietstra

TITLE: Deputy Director of Support Services

DATE: 9/27/2019

### **SECTION III SCOPE OF WORK**

#### **1. BACKGROUND INFORMATION**

##### **Metro Connect**

Metro Connect is Metro’s shared ride origin-to-destination transit service. Metro Connect is open to all residents of Kalamazoo County with discounted fares available to seniors 62 years or older and individuals with a disability. Individuals with a disability that prohibits them from taking the fixed-route bus system some or all of the time are qualified for Metro Connect Access, Metro’s Americans with Disabilities Act (ADA) complementary paratransit service that is mandated by the Department of Transportation.

Metro Connect ADA and Demand/Response service is provided Monday through Friday from 6:00 a.m. to 12:15 a.m.; Saturday from 6:00 a.m. to 10:15 p.m.; and Sunday from 8:00 a.m. to 6:00 p.m.

##### **Metro Connect Access Americans with Disabilities Act Service**

Metro has provided ADA paratransit service in keeping with 49CFR Part 37 since July of 1994. Metro Connect Access is for individuals with a disability who are not able to use the fixed-route bus service some or all of the time due to their disability. Individuals must fill out an application and be certified as ADA paratransit eligible in order to use Access service. All certifications are completed by Metro. As of March 2019, 920 passengers have active ADA certification.

The ADA service has grown from 5,236 passenger trips provided in 1995, the first full year of service, to 75,685 passenger trips provided in 2018, the last full year of service data available. All ADA trips are taken in the urbanized areas of Kalamazoo County within three-quarter (3/4) of a mile of the Metro fixed-route service.

##### **Metro Connect Demand/Response Service**

Metro Connect Demand/Response service is a Public Transit System offering curb-to-curb transportation on a shared ride basis throughout Kalamazoo County and to the Battle Creek Veteran’s Administration Hospital in Calhoun County. Demand/Response service is available for all residents of Kalamazoo County with discounts for seniors 62 years of age or older and individuals certified with a disability by a physician or caseworker. As of March 2019, there are 10,200 passengers certified as seniors or a person with a disability in the Metro Connect Scheduling system though not all of them ride on a monthly basis.

Demand/Response trips are also mainly in the urbanized areas of Kalamazoo County, with approximately 4% serving the rural areas. Nearly all of the current ridership are seniors or individuals with a disability. The Demand/Response service provided a total of 92,356 trips in 2018.

Both ADA and Demand/Response passengers will be transported on all Metro Connect vehicles. However, statistics will be compiled separately for both services in accordance with Federal Transit Administration (FTA), Michigan Department of Transportation (MDOT) and local jurisdiction guidelines. The Contractor selected as a result of this solicitation shall be responsible for providing system services and vehicle maintenance in accordance with FTA, MDOT and local jurisdictions.

## **BACKGROUND INFORMATION (cont.)**

Bidders are responsible for knowing and understanding applicable requirements, including but not limited to capital vehicle maintenance, employee drug and alcohol testing, MDOT Quarterly Reconciliations and National Transit Data (NTD) annual reporting.

The Contactor shall utilize all vehicles for both services and shall maintain statistics for each service individually and determine which trips are ADA eligible. A detailed list of all reporting requirements will follow in Section 15 of this RFP.

## **2. AWARD CRITERIA AND SELECTION**

Award of this contract shall be made on an aggregate basis to the bidder who best meets the CCTA's requirements. A contract will commence on January 1, 2020 and continue through December 31, 2022. This contract may be extended for a two (2) year period if both parties agree to an extension.

The criteria used to measure a firm's qualifications shall include, but not be limited to:

- Contract Price
- Experience of firm in regard to the scope of work of services required
- Capacity of firm in terms of number of employees
- Qualifications of staff, especially those individuals who will be assigned to this contract
- Experience, qualifications and staff size available to provide reporting and contract administration requirements
- Safety record
- Passenger experiences and number of passenger complaints and comments
- Demonstrable commitment to customer service
- Client references for similar services
- DBE commitment in employment and subcontracting

## **3. BID PRICE**

The CCTA recognizes the need for bidders to be able to have a reasonable basis upon which to distribute fixed and indirect costs to ensure that expenses in a project of this nature are covered. Likewise, variables in the degree of use of a program like Metro Connect can involve risks on the part of both parties. The purpose of this section is to mitigate some of the risk on the part of the Contractor by establishing "annual" contract needs while providing both the Contractor and the CCTA with the ability to recover costs (savings) in the event of significant increases (or decreases) in service utilization (direct costs).

The bidder shall supply lump sum annual costs for the provision of ADA and Demand/Response services based upon estimated service miles, service hours, and passengers (indicators), as provided herein. Payment of costs will be monthly, as stipulated in Section 14.

The bidder shall include an "add" cost, per passenger trip for certified passenger trips which excludes PCA or companion trips, beyond the point at which two indicators (#4 Annual Bid Estimates) exceed 10% of the estimate provided to be applied to the lump sum contract. If two of any of these three indicators exceed 10% of the estimate provided during any year of the three-year contract, the "add" per passenger trip would be applied to the base contract price after the sum has been exceeded and be invoiced on a monthly basis.



**BID PRICE (cont.)**

Reversely, if two of the three measurements included are equal to or less than 90% of the contract estimates at year-end, the CCTA reserves the right to reduce the total contract by a “deduct” cost per passenger trips not carried during the contract year. This “deduct” cost would be applied to the December invoice. Bidders shall include annual “add” and “deduct” costs per passenger trip to be used if this section is applicable.

The CCTA also recognizes that this methodology has diminished effectiveness as variables change. Therefore, a major increase or decrease in projected service levels (i.e., >25%) will provide either party the opportunity to request renegotiation of the annual contract rate, including per passenger “adds” or “deducts,” based on the impact of the projected service change. If renegotiation cannot resolve the issue at hand, then either party may terminate the agreement by providing 90-day written notice to the other.

**4. ANNUAL BID ESTIMATES**

Estimated Passenger Trips:	2019: 171,401
	2020: 174,829
	2021: 178,326
	2022: 181,893
Estimated Revenue Service Miles:	2019: 1,322,970
	2020: 1,349,429
	2021: 1,376,418
	2022: 1,403,946
Estimated Revenue Service Hours:	2019: 92,736
	2020: 94,591
	2021: 96,483
	2022: 98,413

These estimates are based on a two (2) percent increase each year and are estimates for both services combined.

**5. QUESTIONS**

Questions relative to the terms and conditions may be addressed to Gracia Mason, Buyer at (269) 337-8720; masong@kalamazoocity.org. Questions relative to the specifications may be addressed to Richard Congdon, Project Manager at (269) 337-8477 or by email at congdonr@kmetro.com. This does not relieve the bidder of Page 1, Item 3.

**6. PERSONNEL**

The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the CCTA, hereafter known as Metro, and shall be solely responsible for payment of all employees' wages and benefits. Without any additional expense to Metro, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security. Metro shall have the right to demand removal from this project, for reasonable cause, any

**PERSONNEL (cont.)**

personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to and consent by Metro, remove or reassign any key management personnel identified in its proposal (e.g. Project Manager) at any time prior to or after execution of the contract.

The Contractor will provide all management, data entry/clerical, vehicle assignment scheduling, dispatching, ride scheduling, drivers and maintenance personnel sufficient to manage the program, ensuring that all contractual obligations are met. There shall be a minimum of eight (8) schedulers and two (2) dispatchers during scheduling hours from 8:00 a.m. to 5:00 p.m. on weekdays and a minimum of five (5) schedulers and one (1) dispatcher on the weekend. Dispatching and scheduling positions may be combined as long as service needs are met. Resumes shall be submitted for all key personnel.

The Contractor will be responsible for the employment and supervision of all their employees required to effectively perform contract services. Such responsibilities include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. In the hiring process, the Contractor will seek out individuals with technical experience in their related field. All of the Contractor's staff must be friendly and courteous at all times. All employees must understand that they must be committed to quality customer service. Employees will not denigrate Metro programs or the Contractor at any time.

The Contractor will be responsible for providing personnel with uniforms with the Metro Connect logo on them and for maintaining them. Metro will review and approve all uniform design.

The Contractor will establish and implement a uniform set of policies and procedures for all staff. At a minimum, the policies and procedures will comply with all federal, state and local laws, including FTA safety sensitive drug testing requirements, further described below. Policies will require use of proper radio procedures and ban the use of cell phones while driving. These policies and procedures will be provided to Metro for review and comment.

The Contractor shall obtain a criminal history and motor vehicle record for each individual employed in this program. Applicants for driving positions shall be required to take and pass a pre-employment physical that meets the Federal Transportation Department (DOT) driver requirements as well as Metro driver requirements. All employees whose work meets the definition of "safety sensitive" as defined by the Federal Transit Administration (FTA) shall be subjected to drug and alcohol testing as required by the FTA before any work is performed and randomly afterwards. All employees should be in good health appropriate to ensure that safe, quality service is provided at all times.

Conformance to Title I of the Americans with Disabilities Act of 1990 is required and the hiring of qualified people with disabilities is encouraged.

6.1 On-Site Manager: The on-site, full-time manager shall have at least two (2) years' experience in managing transit programs similar to Metro Connect. The manager is responsible for working with Metro staff and the Contractor's employees to ensure smooth delivery of required services. This individual is responsible for program administrative, operational and maintenance planning, oversight and reporting in compliance with this contract and all Federal, State and local requirements. They shall attend all public meetings where discussion will center on ADA and Demand/Response services, particularly, but not

**PERSONNEL (cont.)**

limited to bi-monthly Local Advisory Committee (LAC) meetings, where they will be responsible for reporting on the services. They shall also be available to meet regularly with Metro staff regarding day-to-day matters, including technical information, accidents, incidents and other related issues. A resume of the Project Manager shall be submitted with the bidder response to this RFP.

- 6.2 Alternate Manager: The contractor will provide adequate alternate staff to address any issues and concerns of the program in the absence of the on-site manager due to vacation, illness or any other reason during regular service hours. The alternate manager will have total interim authority in the absence of the on-site manager to handle day-to-day matters requiring immediate attention, including providing details, documentation and information to Metro staff.
- 6.3 Street Supervision: The Contractor shall have a supervisor available to be dispatched at all times that there is a revenue vehicle in operation. The street supervisor is responsible for managing and directing the activities of the vehicle operator in the event of service delays, accident, incident, including fare disputes, and detours. Metro will have the right, but not the obligation, to monitor and evaluate the Contractor's on-street operation of transportation services and may provide assistance to operators and passengers if needed.
- 6.4 Dispatch Staff: A minimum of two (2) dispatch individuals Monday through Friday and a minimum of one (1) dispatcher on Saturday and Sunday shall be employed by the Contractor to ensure that drivers have immediate access to the operations office from the time the service begins operation until the last vehicle returns to the garage. Dispatchers, shall at a minimum, document all non-routine transmissions from the drivers and instruct drivers in procedure as necessary. Dispatch staff will provide drivers with any and all assistance required for drivers to perform their daily work activity, including requests for emergency assistance from appropriate public safety facilities. Dispatchers shall be trained in scheduling software and all program procedures and policies. Dispatchers shall also have access to appropriate Contractor staff to address any maintenance or safety issue as may arise. Dispatchers shall have direct access to the Metro program staff via telephone and email access to address any program issues. The Contractor is free to add appropriate work assignments in data collection and reporting assignments to dispatcher work responsibilities, provided that these minimum work requirements are met.
- 6.5 Scheduling Staff: A minimum of eight (8) individuals shall be employed to schedule all ADA and Demand/Response trips during regular scheduling times Monday through Friday and a minimum of five (5) on Saturday and Sunday. Schedulers shall be trained in scheduling software and all program procedures and policies. The dispatch and scheduling staff may be trained in both duties and perform those duties as long as all service demands are met.
- 6.6 Maintenance Staff: The Contractor shall have an adequate maintenance crew to ensure that vehicles are serviced daily and that vehicle defects are repaired in a timely manner. At a minimum, vehicles shall be maintained as required in Metro's vehicle maintenance program for grant-funded vehicles. The Contractor may outsource major component repair and accident repair, provided that any third-party contractor has been approved by Metro in advance of third-party contract service provision.

**PERSONNEL (cont.)**

- 6.7 Vehicle Operators: The Contractor shall have a sufficient number of vehicle operators, holding a properly endorsed commercial drivers' license (CDL) to operate daily service. Drivers shall be required to have their CDL on their person at all times while on duty. All vehicle operators will be subjected to minimum requirements as may be provided by transit liability insurance and other minimum requirements as may be deemed appropriate.

The Contractor shall review the current motor vehicle record of each applicant for the position of revenue vehicle operator and shall reject any applicant whose record contains five (5) or more infraction points within the last two (2) years, regardless of the type of vehicle being driven. All drivers are to have at least five (5) years driving experience and are to have a valid Michigan license, as required to operate the vehicle. The Contractor may impose additional requirements for vehicle operators beyond minimal requirements established by Metro. The Contractor shall provide Metro with copies of all new hires on a monthly basis.

- 6.8 Minimum Staff Training Requirements: All required training shall be provided to each new employee within sixty (60) days of the initial contract date, and thereafter, within ninety (90) days of the date of hire. Documentation of training received shall be retained in the employee's personnel file for review by Metro.

6.8.1 The Contractor shall, at a minimum, provide the following training for all employees:

- a. Project Orientation
- b. Michigan Right to Know Law
- c. OSHA Blood Borne Pathogens Act
- d. Accident/Injury/Incident Procedures and Reporting
- e. Drug Use Prevention Program

6.8.2 In addition, vehicle operators shall, at a minimum, receive the following additional training in defensive driving, sensitivity training, map reading and program policies and procedures:

- a. State of Michigan recipient rights
- b. Defensive Driving (6 hours) – Behind the wheel and classroom instruction
- c. Sensitivity Training (6 hours) – Hands on, including lift training and ADA training.
- d. Map Reading (approximately 1 hour)
- e. Program Procedures (approximately 1 hour)
- f. Passenger Assistance Training
- g. Bus Operation and Inspection Training

Metro shall review and approve the Contractor's training program prior to the start of the contract.

## **7. DRUG/ALCOHOL TESTING**

As a recipient of Federal public transportation assistance funds, Metro and its Metro Connect service Contractor are subject to the drug and alcohol testing regulations of the Federal Transportation Administration (FTA). Final rules for drug and alcohol testing and training programs are contained in the Federal Transit Administration 49 CFR Part 655 available at: <https://transit-safety.fta.dot.gov/drugandalcohol/regulations/regulations/49cfr655/49cfr655.pdf>.

Contractors operating Metro Connect service must have a substance abuse testing policy compliant with CFR Parts 40, available at [http://www.dot.gov/sites/dot.dev/files/docs/PART40\\_2012.pdf](http://www.dot.gov/sites/dot.dev/files/docs/PART40_2012.pdf), and 655 in place before its employees may be permitted to perform safety-sensitive functions and conduct them thereafter on a continuing basis. The employees must have negative pre-employment tests and are required to have been trained on the policy as per Part 655.15.

### **7.1 COVERED EMPLOYEES**

All employees who perform safety-sensitive functions are covered including: employees who operate a revenue service vehicle, in or out of revenue service; employees who maintain a revenue service vehicle or equipment used in revenue service; employees who control dispatch and movement of a revenue service vehicle; and employees who operate a non-revenue vehicle requiring a CDL. Supervisors whose responsibilities include the performance of a safety-sensitive function are also covered.

### **7.2 WHEN TESTING IS REQUIRED**

Testing will be required in all of the following situations:

- 7.2.1 Pre-employment
- 7.2.2 Reasonable suspicion
- 7.2.3 Random
- 7.2.4 Post-accident (see below)
- 7.2.5 Return to duty/follow up

Pre-employment testing shall apply to all persons hired following the effective date of the contract award based on this RFP, and persons who transfer from a non-safety sensitive position. Reasonable suspicion testing refers to a determination made by a supervisor trained to recognize indications of drug use and alcohol misuse. Post-accident testing is required when there is loss of life, injuries are suffered requiring immediate medical treatment away from the scene, or one or more vehicles has disabling damage requiring tow service from the scene. Results of the post-accident test shall be forwarded to Metro within twenty-four (24) hours of the test. Return to duty testing is required for all employees who have had positive test results under situations 5.2.2, 5.2.3 or 5.2.4 preceding, before that employee may resume work in a safety-sensitive function. Follow up testing is required should an employee be reinstated after receiving treatment/rehabilitation, with at least six tests in the first 12 months following return to duty.

### 7.3 RANDOM TESTING

The implementation of a random drug and alcohol testing program is required for the Contractor per 49 CFR Part 655.45. All safety-sensitive employees are subject to random testing. A scientifically valid method to select employees for testing must be established such as a computer-based random number generator that's traceable to a specific employee.

The number of annual random tests for prohibited drugs must be fifty percent (50%) of the total number of covered employees (i.e., twenty covered employees require at least ten random tests). The number of annual random tests for alcohol must be ten percent (10%) of the total number of covered employees.

Random selections and testing must be performed at least quarterly and spread equally throughout the year. Random drug tests should be conducted anytime employees are on duty or performing safety-sensitive duties and random alcohol tests should be conducted only before, during or just after safety-sensitive duties. The Contractor should have procedures in place to ensure that each employee receives no advanced notice of selection. When an employee is notified of a random test, he or she must proceed immediately to the collection site.

The Contractor shall submit monthly to Metro the results of all random testing results including the numbers, names drawn, dates and times of notification, dates and times of collections and why a selected employee was not tested during a selection cycle if applicable.

### 7.4 EMPLOYEE AND SUPERVISOR TRAINING

All Supervisors and other company officers authorized by the employer to make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse. The Reasonable Suspicion Training video is available on the FTA website at <https://transit-safety.fta.dot.gov/drugandalcohol/tools/ReasonableSuspicion.aspx>. The Contractor will submit documentation to Metro that this training was completed.

All safety sensitive employees must undergo one hour of educational training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and on the signs and symptoms that may indicate prohibited drug use. These training requirements; two (2) hours for supervisors and one (1) hour for all safety sensitive employees, will be one time for all covered employees prior to the effective date of the required drug/alcohol testing program. Following this initial training, the applicable training must be provided to any newly hired or transferred employees at the time of hire or transfer. An educational component shall include display and distribution to every covered employee of informational material and a community service hot-line telephone number for employee assistance.

**7.5 REFERRALS TO SUBSTANCE ABUSE PROFESSIONAL (SAP)**

The Contractor must have a Substance Abuse Professional (SAP). The SAP can be a licensed physician, licensed or certified social worker, licensed or certified psychologist or drug and alcohol counselor certified by the National Association of Alcoholism and Drug Abuse

Counselors Certification Commission and the SAP must have qualification training.

For all criteria for the SAP see CFR Part 40.281.

Each covered employee who has a positive drug or alcohol test must make a face-to-face assessment by a SAP to determine what assistance, if any, the employee needs in resolving problems associated with drug use and/or alcohol misuse and referring that employee to an appropriate education and/or treatment program. There is no requirement for contractors to provide or pay for rehabilitation, or to hold a position open for an employee. There is no requirement for a SAP evaluation in cases of positive results on pre-employment tests.

**7.6 RECORDS AND REPORTS**

The Contractor will be responsible for maintaining records of their drug/alcohol program as shown below and submitting monthly reports by the 7<sup>th</sup> of the month and annual reports to Metro by February 20, covering the previous calendar year. Records shall be maintained in a secure location with controlled access.

All records relating to the program must be retained for the time periods listed following:

- 7.6.1 Five (5) years – records of covered employee verified positive drug or alcohol test results, documentation of refusals to take required drug or alcohol tests, covered employee referrals to the substance abuse professional, copies of annual MIS reports submitted to the FTA and copies of annual reports submitted to Metro.
- 7.6.2 Two (2) years - records related to the sample collection process and employee training.
- 7.6.3 One (1) year - records of negative drug or alcohol test results.

**RECORDS AND REPORTS (cont.)**

7.6.4 The following specific records must be maintained:

1. Records related to the collection process:
  - a. Collection logbooks, if used.
  - b. Documents relating to the random selection process.
  - c. Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol tests.
  - d. Documents generated in connection with decisions on post-accident drug and alcohol testing.
  - e. MRO documents verifying existence of medical explanation of the inability of a covered employee to provide an adequate urine or breath sample.
2. Records related to test results:
  - a. The employer's copy of the custody and control form.
  - b. Documents related to the refusal of any covered employee to submit to a test required by this part.
  - c. Documents presented by a covered employee to dispute the result of a test administered under this part.
3. Records related to referral and return to duty and follow-up testing: Records concerning a covered employee's entry into and completion of the treatment program recommended by the substance abuse professional.
4. Records related to employee training:
  - a. Training materials on drug use awareness and alcohol misuse, including a copy of the employer's policy on prohibited drug use and alcohol misuse.
  - b. Names of covered employees attending training on prohibited drug use and alcohol misuse and the dates and times of such training.
  - c. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and alcohol testing based on reasonable suspicion.
  - d. Certification that any training conducted under this part complies with the requirements for such training.
5. Copies of annual MIS reports submitted to the FTA.



**REQUIRED RECORDS FOR DRUG/ALCOHOL TESTING PROGRAMS:**

DRUG TESTING	ALCOHOL TESTING
1. Number of employees covered by category.	1. Same as 1., left
2. Number of specimens collected by type of test and employee category.	2. Same as 2., left
3. Number of positives verified by MRO by type of test, drug and employee category.	3. Number of confirmation tests indicating an alcohol concentration of 0.02 or greater, but less than 0.04, by employee category.
4. Number of negatives by type of test and employee category.	4. Number of confirmation tests indicating 0.04 or greater, by employee category.
5. Number of persons denied a position following a verified positive test.	5. Same as 5., left.
6. Number of employees with verified positive tests who were returned to duty.	6. Same as 6., left.
7. Number of employees with verified positive tests for multiple drugs.	7. Does not apply.
8. Number of employees who were tested for drugs and alcohol at the same time, with both a positive drug test result and an alcohol concentration of 0.04 or greater.	8. Same as 8., left.
9. Number of employees who refused to submit to a random drug test.	9. Number of employees who refused to submit to a random alcohol test.
10. Number of employees who refused to submit to a non-random drug test.	10. Number of employees who refused to submit to a non-random alcohol test.
11. Number of employees and supervisors who received training during the reporting period.	11. Number of supervisors who received training during the reporting period.
12. Number of fatal and non-fatal accidents which resulted in a positive post-accident drug test.	12. Number of fatal and non-fatal accidents which resulted in a positive post-accident drug test.
	13. Number of fatalities resulting from accidents in a post-accident alcohol test indicating 0.04 or greater.

## 8. SERVICE POLICIES

### 8.1 Type of Service

ADA paratransit services will be provided to customers for advance reservation trips and if space is available up to 5% of average daily trips, same-day trips from curb to curb within the specified service area. Metro Connect Access will provide “origin to destination” service when required on a case by case basis. However, drivers will not enter buildings to assist passengers (See Appendix - Rider’s Guide with complete origin-to-destination policy). The ADA paratransit service will only be provided to ADA paratransit certified eligible persons. The determination of eligibility will be the responsibility of Metro.

The Contractor shall comply with all Federal, State, local and Americans with Disabilities Act requirements.

It is anticipated that in the first year of the contract, Metro will have approximately 920 individuals registered for the ADA complementary paratransit service; Demand/Response service will have approximately 10,200 individuals registered as a senior or person with a disability but is open to every resident of Kalamazoo County. All Metro Connect services shall be provided on a shared-ride basis. This means that vehicles may be routed to pick up or drop off passengers in route to other passengers' origins or destinations in order to allow a greater number of passengers to be carried with available vehicles, as long as service standards are met, such as pertaining to pick-up times, maximum on-board travel time and timely drop off times.

### 8.2 ADA Subscription Service

Metro Connect Access Subscription Service will be provided to eligible passengers. Trips occurring at least two (2) times per week to and from the same location(s) will be eligible for Subscription Service. Passengers may schedule up to four (4) Subscription trips. Subscriptions will be for a period of six (6) months with an option for renewal. Subscriptions shall not make up more than fifty (50) percent of all ADA trips per hour. The Metro Program Manager will review and approve or decline all Subscription Service requests and changes and provide them to the Contractor.

### 8.3 Demand/Response Subscription Service

Demand/Response Subscription Service may be scheduled for individuals requiring service on a regular basis. Trips occurring at least two (2) times per week to and from the same location(s) will be eligible for Subscription Service. Demand/Response Subscription Service is pre-paid by an individual in advance, due prior by the seventh of the month. No refunds will be given for missed Demand/Response Subscription trips. Metro will review and approve or decline all Demand/Response Subscription Service requests, changes and accept payments.

## **SERVICE POLICIES (*cont.*)**

### **8.4 Service Areas and Times**

The Metro Connect Access ADA service area is defined by Metro as the City of Kalamazoo and portions of Kalamazoo Township, Oshtemo Township, Comstock Township, Cooper Township, Texas Township, the City of Portage, and the City of Parchment. ADA Access

paratransit service will be provided up to  $\frac{3}{4}$  of a mile from all Metro fixed-route service (See Appendix - Service Area map). The Metro Connect ADA service area may change due to changes in the fixed-route service area.

The Metro Connect Demand/Response service area includes all of Kalamazoo County and the Battle Creek Veteran's Administration Hospital in Calhoun County. Metro reserves the right to add additional areas to the Demand/Response service area.

Passengers must schedule reservations no later than 5:00 p.m. the day prior to their desired trip and no earlier than seven (7) days in advance for both services. The Contractor, when scheduling rides, will have the responsibility to assure that the persons booking the trips are either ADA paratransit certified eligible or Demand/Response eligible, that ADA trips are within the boundaries established in this RFP and that ADA trips are made in conjunction with the time schedules that are established for the service areas of the fixed-route system.

The service hours and days for the entire Metro Connect service areas will be 6:00 a.m.- 12:15 a.m. Monday through Friday; 6:00 a.m. to 10:15 p.m. Saturday; and 8:00 a.m. to 6:00 p.m. on Sunday.

Designated holidays for Metro Connect service include:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Trip requests may be taken via voicemail or email on holidays when there is service the next day. When using voicemail to accept trip requests, the Contractor must honor such requests so that callers have full confidence that they will receive the requested service.

### **8.5 Customer Registration**

Metro Connect Access service applicants who are deemed ADA eligible and Demand/Response reduced fare applicants who are deemed eligible by Metro will be entered into a passenger database that is internet accessible by Metro and the Contractor as part of the CTS scheduling system (see section 8.8 for a complete description of CTS). The customer record will have fields available to record, among other things, the particular ADA eligibility category, and if the category is conditional, the conditions whereby the trip is eligible, and the Demand/Response reduced fare categories. The record will also have the passenger's address, date of birth, phone number, mobility needs and special directions if required.

## **SERVICE POLICIES (cont.)**

Customers who are certified as eligible for Metro Connect ADA service are certified as eligible for the countywide Demand/Response service as well and must pay that fare when traveling outside of the ADA service area. Registered Demand/Response users must apply for ADA service and be certified prior to using the ADA service and receiving that fare.

### **8.6 Trip Reservations and Scheduling**

The Contractor must schedule and provide paratransit service to any ADA and Demand/Response eligible individual at any requested time on a particular day in response to a request for service made the previous day when service is provided that next day.

The Contractor is required to establish and maintain telephone and 711 relay or TDD communications capability from 8:00 a.m. to 5:00 p.m., Metro's administrative hours, on Sunday through Friday for Metro Connect scheduling. A minimum of ten (10) phone lines are to be dedicated to the reservation center with the capability of expansion subject to demand increases. The phone system will have three options for the caller to choose: one for scheduling, two for cancellations and three to speak with management. All calls will be recorded and Metro staff will have access to all recordings at any time for investigation into scheduling issues, passenger complaints, etc.

The telephone system shall be designed to not have busy signals or excessively long hold times. If a call goes to voicemail during scheduling hours the Contractor is required to return the call within thirty (30) minutes. The Contractor will use an automatic call distribution (ACD) system in order to measure hold times and the length of calls by time of day. Passengers can schedule as many trips as requested within the seven (7) day reservation period with one (1) telephone call.

**8.6.1 Advance-Reservation Trips:** The Contractor shall accommodate requests for advance-reservation trips for all Metro Connect trips when the trip request is placed 1-7 days in advance of the trip date. Scheduled trip times may be negotiated within one (1) hour of the requested time. For example, a trip request of 10:00 a.m. can be scheduled anywhere between 9:00 am and 11:00 a.m., but the scheduler should try to schedule the trip closest to the requested time.

Practical constraints need to be considered when negotiating pick-up times. When riders request a pick-up time of 5:00 p.m. to leave from work an acceptable negotiation is to offer a pick-up time between 5:00 p.m. and 6:00 p.m. but not before 5:00 p.m. When scheduling appointment times, the acceptable negotiation time is to offer a pick-up time that ensures the rider arrives at their destination by their appointment time.

When there are no times within the two (2) hour window the trip will be tracked as a denial. When there is a time within the two (2) hour window but not the exact requested time and the passenger declines the trip it will be tracked as a non-accommodated trip. Riders may request a departure time or an arrival/appointment time. When riders request an arrival time, schedulers will provide a pick-up time for that trip, allowing for expected travel time, to get to their destination on time.

**SERVICE POLICIES (cont.)**

- 8.6.2 Will-call Trips: Passengers who have trips such as medical appointments where the return time may change can schedule a will-call trip where the passenger will contact the scheduling office to let them know that the return time has changed. The passenger will call scheduling once their appointment is over and a vehicle will be dispatched to pick them up as soon as one is available. The same can be done if an appointment ends early. Missed rides that become will-calls will not be recorded as a no show.
- 8.6.3 Same-Day Trips: The Contractor shall accommodate requests for same-day trips on a space available basis up to a limit of 5% of the average daily trips.
- 8.6.4 Real-Time Scheduling: The Contractor shall try to schedule each leg (e.g., the going and return leg of a round trip) of a booked request for an advance-reservation or same-day trip immediately after the trip request has been booked. Confirmation of the scheduled pick-up and drop-off times of each leg of the trip must be given to the customer while the customer is still on the telephone. A confirmation number shall be assigned to each trip scheduled. This number shall be given to each customer at the time the trip is scheduled. Confirmation numbers will be given for each trip that is requested, whether it is taken, denied or not accommodated.
- 8.6.5 Email Scheduling: The Contractor shall establish an email address and make it available to passengers to schedule trips by email. Email reservations will be taken at the same times and days as telephone reservations: from 8:00 a.m. to 5:00 p.m. seven days a week and up to seven days in advance. The Contractor will send a confirmation to the passenger once the ride is scheduled. Email reservations will be scheduled in the order they are received and will be returned within thirty (30) minutes of receipt.
- 8.6.6 End of Service Day Considerations: to ensure that complementary paratransit drivers can complete their drop-offs no later than the latest fixed-route drop-off, the latest available return trip pick-up time can reflect the likely travel times for requested trips. For example, if the last fixed-route drop off time is 10:00 p.m., the complementary paratransit return pick-up time could be 9:30 p.m., assuming the estimated travel time is thirty (30) minutes, to complete the trip by 10:00 p.m. The last complementary paratransit rider drop-offs should coincide with the last opportunity to disembark from a fixed-route bus on associated routes. First pick-up and last drop-off times may vary by fixed-route corridor.
- 8.6.7 Grocery Bag Assistance Program: Metro Connect offers a grocery bag assistance service to all passengers. Drivers will assist passengers with loading their grocery bags on the vehicle and bringing them to the first door of the passenger's destination. Drivers cannot enter stores or bring grocery bags into the residence.

The program is offered Tuesday and Thursday from 6:30 p.m. to 9:00 p.m.; on Saturday from 7:00 a.m. to 10:00 a.m. and 1:00 p.m. to 9:00 p.m.; and on Sunday from 11:00 a.m. to 2:00 p.m. Passengers pay double their regular fare only on the trip from the grocery store.

### **SERVICE POLICIES (cont.)**

Drivers will assist with a maximum of ten (10) standard plastic, paper or reusable grocery bags. Passengers cannot have oversized items that do not fit in a standard grocery bag, large bags, items over twenty (20) pounds or shopping carts. Drivers are not responsible for damaged or spoiled items. Drivers are not allowed to accept tips. Passengers must book a grocery trip ahead of time and tell the scheduler they will need the additional assistance.

#### **8.7 ADA Service Denials**

Trip requests may only be denied under the following circumstances:

- 8.7.1 If the passenger has an ADA conditional eligibility and the Contractor determines that the requested trip is not eligible using the guidelines in the passenger record.
- 8.7.2 If the Contractor determines that the requested trip date is beyond the expiration date in the passenger record. ADA eligible passengers whose certification has expired are still eligible to travel as a Demand/Response passenger at the Demand/Response fare.
- 8.7.3 If the origin or destination of an ADA trip request is not within the ADA service area, within 3/4 mile of a Metro fixed route during its hours of operations, as designated by Metro. An ADA eligible passenger can book this trip as a Demand/Response trip and pay the applicable fare.
- 8.7.4 If it is a same-day ADA trip request and space is not available or the contractor has already scheduled same day trips equal to 5% of the total average daily trips.
- 8.7.5 If an ADA trip request cannot be scheduled within one (1) hour of the requested pick-up time, it shall be tracked as a denial and recorded on the ADA monthly report. Forms will be provided by Metro and completed for each denial by the Contractor and reported on a daily basis.
- 8.7.6 If one leg of a round-trip request is denied but the other leg can be taken within the scheduling parameters and the rider declines the round-trip it will be tracked as two (2) denials.
- 8.7.7 ADA trip denials shall not exceed .05% of all scheduled trips.
- 8.7.8 If a Demand/Response trip request cannot be accommodated within the two (2) hour window that trip will also be recorded as a denial, recorded on the denial form and reported in the Demand/Response monthly report.

#### **8.8 Scheduling Software**

Metro will provide the Contractor with the scheduling software program Trip Master from CTS Software, Inc., that has complete auditing support, manpower and vehicle resource management, cost controls, payroll tracking functions, route management, statistical reporting, computer assisted scheduling and electronic billing. CTS is an entirely web-based scheduling/dispatching program that interfaces with the ParaScope tablets on the vehicles.

## **SERVICE POLICIES (cont.)**

Other features include an Online Rider Portal that allows passengers to make scheduling requests online, check the status of their ride and view their ride history; Interactive Voice Response system that automatically calls passengers to remind them of their rides; and Rider Ticketing where passengers can load fares onto a card to pay when they board the vehicle.

The Contractor is responsible for providing adequate computer equipment to support the use of the CTS software. The Contractor is responsible for maintaining the internet connection to support the CTS software along with adequate speeds, firewall and security requirements. For an overview of CTS Software go to: [www.tripmastersoftware.com](http://www.tripmastersoftware.com).

The Contractor will receive the CTS system with the passenger list, vehicle data and subscription trips already loaded in the system at no cost. The Contractor shall be responsible for training employees in the use of CTS. Onsite training is available through CTS Software, Inc. at a current cost of \$2,000 for travel and expenses and \$400 per day for five days of training for a total cost of \$2,000. Online training is available for \$750 for five sessions. Training modules are also available online complete with tests after each module.

The Contractor shall be responsible for the current monthly maintenance and service fees of \$2,795 per month and any increases to the fees over the course of the contract. The Contractor will have a minimum of twenty-five (25) licenses for CTS software, included in the monthly fees, with additional licenses available at a rate of \$50 per month.

The Contractor will be responsible for maintaining the database for vehicle assignments, employee records and input of any subscription rides once approved by Metro staff. Metro staff will enter all new passengers into CTS.

If the contractor has their own scheduling software through a different system and wish to use that for Metro Connect scheduling that system will be reviewed by Metro and Metro will decide if it meets the needs to provide service if the system is to be used.

### **8.9 Dispatching**

Contractor shall have a minimum of two (2) dispatchers on duty at all times during revenue service hours, Monday through Friday, and a minimum of one (1) dispatcher on duty at all times on Saturday and Sunday. All vehicle dispatching shall be provided by the Contractor from a dispatch location able to maintain contact with the vehicles at all times.

## SERVICE POLICIES (*cont.*)

### 8.10 Fares

Fares shall, at all times, be collected in accordance with Metro policy. The Metro exact fare policy will be strictly enforced at all times. Fare changes can be implemented by the Metro at any time, through written notice to the Contractor. Drivers are to be familiar with those policies and shall be responsible for administering them. Revenues received by the Contractor and the Contractor's employees shall be secured to the satisfaction of Metro. Metro reserves the right to change the method of fare payment that the Contractor will accept as payment for ADA paratransit and Demand/Response trips. Any fare changes will be presented to the Contractor in writing at least two weeks in advance of the date the change will take effect.

Metro Connect Access ADA fares will be two times the fixed-route cash adult fare for a one-way trip per person. Companions can ride for the same fare. There will be no charge for Personal Care Attendants. Companions and Personal Care Attendants must board at the same location as the original passenger and depart the bus at the same destination as the original passenger. One companion and all Personal Care Attendants may be scheduled with the original ADA paratransit trip. Additional companions can ride on a space available basis.

The current ADA cash fare is \$3.00. Children under 48 inches tall pay \$1.50 and infants ride for free when accompanied by an ADA certified adult. ADA subscription fare is \$3.00 and is collected by the driver. Metro Connect Access coupons may also be used for the fare.

Current Demand/Response fares are as follows:

- 8.10.1 Adult Cash Fare: The fare paid by an individual who has not established eligibility requirements for a reduced fare and/or when pre-paid fare has not been arranged for the trip. Adult Cash Fares are collected from the passenger at the time service is provided. Currently \$12.00
- 8.10.2 Cash Subscription Fare: The fare paid by and individual who is not registered as a senior or individual with a disability for a Subscription. Cash Subscription fares are prepaid monthly to Metro and are non-refundable. The driver does not collect a Demand/Response Subscription fare. Currently \$14.00
- 8.10.3 Reduced Fare: A fare paid by an individual certified as a senior 62 years of age or older or an individual with a disability under current Federal transportation regulations. A Medicare Card can be used as evidence of eligibility. The reduced fare is collected from the passenger at the time service is provided. Currently \$4.00
- 8.10.4 Demand/Response Subscription Fare: The fare paid by an individual certified as a senior or individual with a disability for a subscription trip for a medical, employment or education trip. Demand/Response Subscription trips are prepaid monthly to Metro and are non-refundable. The driver does not collect a Demand/Response Subscription fare. Currently \$6.00



**SERVICE POLICIES (cont.)**

- 8.10.5 Agency Billing Fare: Agencies can set up billing arrangements for their clients through Metro. Those trips will be coded by agency in the CTS system and Metro will invoice the agency monthly. The driver does not collect an Agency Billed Fare. Currently \$6.00
- 8.10.6 Child Fare: The fare paid by a child not certified with a disability and more than 48 inches tall. Currently \$10.00; Child Subscription trips are prepaid monthly and are non-refundable. Currently \$12.00; Children under 48 inches tall not certified with a disability ride for \$5.00 when accompanied by an adult.
- 8.10.7 Fare Coupons: Fare Coupons are sold by the Metro sales outlet and are acceptable as fare payment for Demand/Response trips. A driver may collect a fare coupon in lieu of cash fares outlined above. Samples of authorized coupons will be provided to the Contractor and only authorized coupons will be accepted as fare payment under this provision.

Personal checks will also be accepted as a cash fare for Metro Connect Access and Demand/Response service. Checks used for fares will be collected by the Contractor and deposited at their bank at least once per week. A check equal to the number of passengers transported paying by cash or check times the current fare, except for personal care attendants, must accompany the monthly billing. All fares collected are the property of Metro. Used coupons will be stamped “Void” by the Contractor after they have been counted. Used coupons will be returned to Metro with the monthly reporting.

Drivers must collect cash, check or coupon for each passenger for a one-way trip before they are transported, excluding passengers with prepaid Demand/Response subscriptions or Agency Billed trips. Exact fare is required and drivers will not carry or make change.

**9. VEHICLES/LEASING**

Metro shall lease to the Contractor vans, cutaway buses and medium duty buses equipped with lifts or ramps. The lease agreement will be for the length of the service contract and the expense to the Contractor shall be one dollar (\$1.00) per vehicle per year or part thereof. Vehicles leased to the Contractor by Metro are to be used solely for the provision of service as outlined in this contract. When not in use during the service day, vehicles shall be stored at the Contractor's facilities. These facilities shall be approved by Metro.

Metro owned equipment and vehicles provided to the Contractor as part of this agreement are to be used only for those purposes defined under this agreement. The Contractor shall not sell, assign, lease or permit Metro-owned equipment or vehicles to be used by anyone other than the Contractor

At the end of the contract term or any extension thereof, all Metro owned equipment and vehicles provided to the Contractor shall be returned to Metro in good, clean and safe operating condition, less reasonable wear and tear.

**VEHICLES/LEASING (cont.)**

Metro shall arrange for the installation or preparation of new equipment or vehicles provided to the Contractor for use in the program during the life of this agreement. Metro will be responsible for the cost of installation/preparation of new equipment or vehicles, unless specific arrangements are made with the Contractor to the contrary, in advance of the installation/preparation.

The Metro Connect fleet has forty-eight (48) vehicles. The current fleet consists of thirty-eight (38) vans and ten (10) 24' medium duty buses. At the award of this contract, the Contractor will lease the forty-eight (48) vehicles. A complete vehicle inventory can be found in the appendix.

Twenty-five vehicles out of the fleet of 48 are scheduled to be replaced over the course of this initial three-year contract: six vans and three medium duty buses in 2020; five vans in 2021; and 11 vans in 2022. These replacements of the oldest vehicles in the fleet should significantly reduce the cost of vehicle maintenance and repairs to the contractor.

The Contractor shall receive written permission from Metro if Contractor vehicles are used to supplement service. All Contractor supplemental vehicles shall be maintained with the same standards as Metro vehicles and shall be subject to quarterly maintenance inspections. Any Contractor request for additional vehicles will be considered based on need, anticipated use and funding availability, provided that at no time shall the Contractor maintain a fleet size in excess of 120% of the maximum service requirement.

All vehicles have communications equipment on board, enabling immediate two-way communication between the driver and dispatch console unit(s). All vehicles are equipped with wireless Samsung Galaxy tablets with ParaScope software. The Contractor is responsible for all maintenance and repair/replacement of radios and tablets.

Metro is solely responsible for the exterior design of all vehicles provided in the use of service, including vehicle numbers, lettering, telephone numbers, logos, signs and advertising. Metro will be responsible for payment of the original application costs.

All vehicles leased to the contractor will be inspected by Metro to ensure they are in proper running condition with all essential systems in good working order prior to the effective contract date. All leased vehicles will be maintained in this same condition except for reasonable wear attributed to normal use.

The Contractor shall be responsible for inspecting all leased vehicles prior to the beginning of this contract on January 1, 2020, and transfer of the vehicles. Metro will arrange a schedule with the current Contractor for vehicle inspections. Any needed repairs will be the responsibility of the current Contractor or Metro. Metro maintenance staff will verify any needed repairs.

Metro reserves the right to use any and all of the vehicles supplied to the Contractor in case of local or national disaster for the good of the public welfare. The Contractor will not be responsible for costs associated with use of equipment under this section.