

**CITY OF RACINE**

**REQUEST FOR PROPOSALS TO OPERATE**

***SE WI COMMUTER BUS SERVICE***

Proposals Due at 2:00p.m.

Procurement No.

City of Racine Department of Public Works  
Transportation Department  
720 Washington Avenue, Room 304  
Racine, WI 53403  
Telephone: 262/636-9480; FAX 262/636-9545

OFFICIAL NOTICE

**REQUEST FOR PROPOSALS TO OPERATE  
SE WI COMMUTER BUS SERVICE**

Proposals will be received by the City of Racine Department of Public Works for a purchase of service contract to provide commuter transit service between the Milwaukee Intermodal Facility and the Kenosha METRA train station with intermediate stops in downtown Milwaukee, drop-offs by request at Mitchell International Airport, one intermediate stop in Oak Creek, and at least five intermediate stops each in Racine and Kenosha beginning January 1, 2012. All routes will require accessible intercity type coaches.

The award to be let under this solicitation is subject to a financial assistance contract between the City of Racine and the Wisconsin Department of Transportation. The successful contractor will be required to comply with all applicable federal and state regulations and will be required to certify that it is not ineligible for a state assisted contract.

Copies of the RFP's may be obtained from the address above or by calling 262/636-9480.

1ST DRAFT

## INSTRUCTIONS TO PROPOSERS

### 1. INTRODUCTION

The City of Racine, hereafter referred to as "The City", has historically acted as the designated recipient of State of Wisconsin Urban Mass Transit Operating Assistance for Commuter Bus Service operating between the Wisconsin communities of Milwaukee, Racine and Kenosha, hereafter referred to as "SE WI Commuter Bus Service". Section 85.20 of Wisconsin State Statutes authorizes mass transit operating assistance for urban areas that has traditionally covered 50% or more of a transit system's operating expenses. No federal funding is allocated to this service and no City of Racine funding is available for this service.

### 2. GENERAL TERMS

These instructions provide detailed legal and technical requirements for the purchase of professional services related to the operation of SE WI Commuter Bus Service. You are requested to make a formal proposal to accomplish the Scope of Services described herein in the form prescribed. Your proposal is to be signed by a duly authorized official(s) of the proposer and shall be submitted to the City of Racine Department of Public Works in the time and manner described. The City will make no reimbursement for any cost incurred for preparing a proposal or before a formal notice to proceed if awarded a contract.

Each proposal shall state that it is valid for a period of not less than one hundred twenty (120) days from the due date. Six (6) copies of your proposal are to be submitted to: Al Stanek, Transit and Parking Systems Manager, City of Racine Department of Public Works-Transportation Department, 730 Washington Avenue, Room 304 Racine, WI 53403 no later than . Envelopes containing the proposals shall be marked "Request for Proposals: SE WI Commuter Bus Service" on the outside.

### 3. SCOPE OF SERVICES

The City is seeking a contractor to operate an established commuter transit service between the Milwaukee Intermodal Facility and the Kenosha METRA train station with intermediate stops in downtown Milwaukee, drop-offs by request at Mitchell International Airport, one intermediate stop in Oak Creek, and at least five intermediate stops each in Racine and Kenosha beginning January 1, 2012. The route map, draft schedule and statistics are shown in Appendix B. This is a turnkey operation where the Contractor supplies the vehicles, employees, insurance, and most administrative services to operate the route. All routes will require accessible intercity type coaches with restrooms.

In addition to running the transit service, the Contractor will also be responsible for the following:

Farebox Revenue: Contractor will retain farebox revenue and credit said revenue against the operating cost of the service on the monthly invoice.

Schedule Coordination and Transfers: Contractor will issue transfers to and accept transfers from participating local transit systems. Value of transfers will be defined by the route's fare tariff. Contractor will be responsible for designing and printing transfers. Final transfer design is subject to City approval prior to printing.

The Contractor will be responsible for developing a schedule for SE WI Commuter Bus Service roughly comparable to the existing schedule along with an annual cost per mile. The annual cost per mile figure for each year of the contract will be used to determine whether service can be added to, or reduced, based on changes to the state operating assistance percentage of audited operating expenses. The minimum requirement for a comparable bus service schedule will be at least 85% of total currently scheduled service hours per the attached public schedule.

It should be noted that the current operator has had sufficient resources from revenues and state operating assistance to provide the attached schedule. State operating assistance could be reduced by an estimated 15% or more. No additional funding from the City is to be expected.

The schedule of service and fare structure will be subject to City approval and will be evaluated periodically to insure that the SE WI Commuter Bus Service can operate without financial loss to the Contractor.

Invoices: Shall be prepared quarterly and submitted to the City of Racine for payment at the following address:

City of Racine Transportation Department  
730 Washington Avenue, Room 304  
Racine, Wisconsin 53403

Recordkeeping: Invoices must be accompanied by operating statistics in order for the City to maintain various reporting requirements. Safety and security data will be submitted to the City on a quarterly basis in a format to be determined prior to award of contract. Drug and alcohol testing data will be submitted to the City on an annual basis in a format to be determined prior to award of contract. Operating statistics will be submitted via e-mail in Microsoft Excel format in addition to hardcopy form. Each quarter the following daily statistics will be reported to the City:

- Revenue miles
- Revenue hours
- Total miles
- Total hours
- Revenue, transfer, free and total passengers
- Revenue
- Passenger miles (using an standard industry acceptable method of calculation)

The exact format in which this data is communicated to the City will be finalized with the contractor prior to award of the contract.

Drug/Alcohol Testing: All safety sensitive employees performing work under this contract will be subject to drug and alcohol testing rules. The Contractor is responsible for testing. By February 15 of each year of the contract, Contractor will submit a report on the previous years' activity for drug and alcohol testing on the forms prescribed. All subcontractors performing work for the contractor in conjunction with this contract are also subject to drug and alcohol testing rules as required.

Public Timetables: Contractor will publish and distribute full-color timetables for the general public. Contractor must provide sample proofs of timetables to the City for approval prior to printing and distribution. The process by which the timetables are created, printed and distributed will be finalized with the contractor prior to award of the contract.

Equipment: Contractor shall utilize intercity highway or intercity commuter style coaches. No urban transit style coaches or body-on-chassis style coaches may be used. Equipment must be in excellent working condition, meet and pass all current applicable Wisconsin State inspection requirements and meet FTA (Altoona) and ADA standards (fully accessible). All buses must have air-ride suspension and be air-conditioned. Bathrooms are preferred, but are not a requirement.

ADA Complimentary Paratransit: Not required for this contract.

Marketing: Contractor will propose a comprehensive marketing plan for this route.

Bus Stops: Bus stops signs currently mark all bus stops along the route. Contractor will submit bus stop sign design to the City for approval prior to installation of any new signs. Bus stop signs and installation shall meet all applicable ADA vision requirements. Contractor will cooperate with Milwaukee County Transit and the City of Milwaukee for the bus stop sign consolidation project in downtown Milwaukee and with the appropriate agencies in other communities.

Off-Street Operation: Contractor is responsible for obtaining permission to operate off-street, if the route operates off-street.

#### **4. PROPOSAL CONTENT**

The following information must be contained in your response to this solicitation:

Cost: Provide a cost per mile proposal for services provided for each of the three years of the contract AND each of the two option years (NOTE: You must provide cost per mile quotes for the option years). Utilize the cost proposal form provided in Appendix E. Your proposal must include fully allocated costs in the format shown. This includes the cost of depreciation and interest. No commissions will be paid.

Experience: Describe the experience of your firm for this type of contract. List all such contracts during the last three years. Provide name, address, and telephone number of at least three client references.

Resume: Provide a detailed resume for each management person proposed to work on this project.

Management methodologies/procedures: Provide a narrative describing management tools, procedures, philosophy, and practices used by your firm to conduct the type of activity required by this contract. Provide a detailed Scope of Work with a time line for implementation. Provide a detailed marketing plan. Contractor will state in the proposal that it is willing to adjust the schedule and revenue hours of this route to meet changing shift times of the riding public while working within the constraints of revenues and the state operating assistance percentage.

Equipment: Describe the equipment (buses) you will use to provide service under this contract. Proposals not including accessible intercity coaches will not be considered.

Americans with Disabilities Act (ADA) Service Provisions: Describe and certify your compliance with ADA requirements:

- Eligibility Determination Process  
Contractor agrees to implement and maintain an eligibility determination process in accordance with 49 CFR 37.125 (see Appendix C).
- Maintenance of Accessible Features  
Contractor agrees to maintain accessible features in accordance with 49 CFR 37.161 (see Appendix C).
- Keeping Vehicle Lifts in Operative Condition  
Contractor agrees to keep vehicle lifts in operative condition in accordance with 49 CFR 37.163 (see Appendix C).
- Lift & Securement Use  
Contractor agrees to use lift and securement equipment in accordance with 49 CFR 37.165 (see Appendix C).
- Other Service Requirements  
Contractor agrees to comply with all other applicable ADA service requirements as described in 49 CFR 37.167(see Appendix C).
- Training Requirements  
Contractor agrees to comply with the training requirements as described in 49 CFR 37.173 (see Appendix C).

Equal Employment Opportunity Statement: Provide a copy of your equal employment opportunity policy.

Certifications: Sign and date certifications (as required) attached to this document.

## **5. EVALUATION CRITERIA**

A committee consisting of city and county staff will evaluate proposals. The following criteria will be used by the committee in evaluating written proposals:

- Cost per mile – 60%
- Experience of firm and quality of staff proposed [25%]
- Equipment [15%]
- Marketing plan and statement of willingness to adjust schedule [Disqualification if not complete]
- Americans with Disabilities Act (ADA) Service Provisions [Disqualification if not complete]
- Equal opportunity employer [Disqualification if not complete]
- Certifications [Disqualification if not complete]

## **6. SELECTION**

Upon completion of the evaluation, the evaluation committee will propose to the City of Racine Transit and Parking Commission the highest ranked firm or individual for a contract. The City of Racine Transit and Parking Commission will then vote on whether to award the contract to the recommended proposer. After the City of Racine Transit and Parking Commission approval the proposed contract will be submitted to the City of Racine Common Council and State of Wisconsin Department of Transportation for final approvals. The City may, at its sole discretion, make an award without negotiation with any proposer based on the proposals submitted, or it may choose to negotiate with all

firms and individuals that it determines have a reasonable chance of being selected based on the above listed evaluation criteria. Oral interviews may be conducted.

**7. CONTRACT**

Following the selection of a contractor, a formal contract for professional services will be presented to the contractor for signature. The contract will describe the scope of services to be performed, compensation, state requirements, and other provisions. The contract will contain termination for convenience and termination for breach of contract clauses. The contract will be for 3 years with 2 additional option years. The option part of the contract may be implemented at the sole discretion of the City. A sample contract is provided in Appendix D.

**8. TIME FRAME**

The contract will be for a maximum of three (3) years plus two (2) option years beginning January 1, 2012. This is an estimated start date and may vary due to delays in implementing the contract.

**9. SUBMISSION OF PROPOSALS**

Six (6) complete copies of your proposal must be received by 2:00p.m. Local time on at the address below:

City of Racine Department of Public Works  
Transportation Department  
Attention: Al Stanek  
720 Washington Avenue, Room 304  
Racine, WI 53403

**10. QUESTIONS CONCERNING THIS RFP**

Questions concerning this Request for Proposals should be submitted via e-mail to Al Stanek (albert.stanek@cityofracine.org) at least ten (10) business days before the submittal deadline. Responses to all written questions will be provided in writing and shared with all registered proposers via e-mail at least five (5) business days before the submittal deadline. Proposers wanting to be included in written question response distribution must register via e-mail at least ten (10) business days before the submittal deadline. Proposers are prohibited from contacting any elected city or state officials or City of Racine Transit and Parking Commission members concerning this Request for Proposals. Proposers that contact any prohibited officials risk being declared an ineligible contractor.

**11. FINANCIAL ASSISTANCE CONTRACTS**

The contract to be let under this solicitation is subject to a financial assistance contract between the City and the Wisconsin Department of Transportation (WISDOT). The successful proposer will be required to comply with all terms and conditions prescribed for third party contractors as prescribed in current grant contracts between the City and WisDOT and set forth in Appendix A. The grant contracts are available for inspection at the Racine Public Works Department at the above address. It should be noted that approved state operating assistance reimbursements are made on a quarterly basis with 10% of the final quarter payment withheld pending audit.

**12. BID BOND**

No bid bond is required for this procurement.

**13. PERFORMANCE BOND**

No performance bond is anticipated to be required for this procurement.

**14. PROTEST PROCEDURES**

The City maintains a formal protest procedure for all procurements. If a proposer feels that it has been treated unfairly, it shall file written documentation of the incident with the office of the Transit and Parking Systems Manager. Protests of this Request for Proposals must be filed five (5) business days prior to proposals being due. Protests of the final decision on contract award must be filed within five (5) business days of the announcement of the award. A written copy of the City's procurement protest procedure is available upon request.

**15. PROHIBITED INTEREST**

No member, official, or employee of the City or the county during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**16. INTEREST OF MEMBERS OF CONGRESS**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising there from.

**17. CONDITIONAL PROPOSALS**

Conditional proposals or proposals that contain modifying or escalation clauses will be declared nonresponsive.

**18. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request received by the City prior to the due date. No proposal may be withdrawn for a period of ninety (120) days after this date and time.

**19. AUTHORIZATION OF PROPOSAL**

If the proposal is made by an individual doing business under a fictitious name, the proposer shall so state. If the proposal is made by a co-partnership, the full names and addresses of all members and address of the co-partnership shall be given and the proposal shall be signed for all members by one member. If the proposal is made by a corporation, an authorized representative shall sign it in the corporate name.

**20. SPECIFICATION CHANGES**

Any changes to this specification will be made by written addendum.

**21. PURCHASER'S PRIVILEGE**

The City reserves the right to reject all proposals or any proposal or to accept any proposal which will best serve the interest of the City.

**22. TAX EXEMPTION**

The City is exempt from payment of all federal, state, and local taxes in connection with this proposed contract.

**23. INSURANCE**

The Contractor, at its own expense, shall maintain insurance coverage as follows:

Comprehensive General Liability

General Liability including Products or Completed Operations

Bodily Injury Liability \$1,000,000/\$1,000,000/\$1,000,000

Property Damage Liability \$1,000,000/\$1,000,000

Excess Liability (Umbrella)

General Aggregate \$5,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury \$1,000,000/\$1,000,000

Property Damage Liability \$1,000,000

Excess Automobile Liability \$5,000,000 (total)

Worker's Compensation

Statutory \$100,000

At the time of execution of the Contract, the Contractor will provide to the City a current certificate of insurance evidencing the insurances required above. The certificate of insurance shall name the City of Racine and the City of Racine Transit and Parking Commission as additional insureds. The Contractor agrees to keep such insurance in force for a period of five (5) years following the date of completion of this Contract.

If contractor is self insured, provide details of coverage in your proposal.

**24. INDEMNIFICATION**

The Contractor will save, indemnify and hold harmless the City of Racine and the City of Racine Transit and Parking Commission against all claims, liability, judgments, costs, expenses, and attorney's fees of any kind whatsoever

which may in any way come against the City /or the City of Racine Transit and Parking Commission as a consequence of the granting of the Contract, or by reason of any act or omission of the Contractor or the Contractor's agents, employees, subcontractors, or assignees, arising out of the performance of the Contract.

**25. PERMITS AND LICENSES**

The Contractor shall be required to procure at the Contractor's own expense all permits and licenses required by law.

APPENDICES, SCHEDULES, RIDERSHIP NUMBERS AND OTHER DATA TO BE ADDED ...

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