



**REQUEST FOR PROPOSALS NO. 19-075  
Non-Exclusive Reginal Vanpool Program Services**

**Instructions to Proposers:**

All spaces below and all offer documents as outlined in are to be filled in with signatures where indicated. Failure to sign may render your proposal invalid.

**PROPOSAL OF:**

Name of Bidder: \_\_\_\_\_

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

City, State and Zip Code: \_\_\_\_\_

**SUBMIT PROPOSAL TO:**

STATE ROAD AND TOLLWAY AUTHORITY  
Gary Thomason, Procurement Specialist  
245 Peachtree Center Avenue, Suite 2200  
Atlanta, Georgia 30303

Proposals Due and Open: **November 21, 2018, 2:00 PM, Local Time (Atlanta, GA)**

## Schedule of Events

Release RFP	October 23, 2018
Pre-Proposal Conference	November 1, 2018, 10:00 AM EST
Deadline for Vendor Written Questions (Submit questions by email to <a href="mailto:gthomason@srta.ga.gov">gthomason@srta.ga.gov</a> )	November 6, 2018, 2PM EST
Responses to Written Questions	November 13, 2018
Proposal Submission Deadline	November 21, 2018, 2PM EST
Oral Presentations (Optional and by invitation only)	December 3-4, 2018*
Notice of Intent to Award	December 7, 2018*
Notice of Contract Award	December 14, 2018*

\*Subject to change without a formal addendum to the RFP.

All questions should be submitted by email to [gthomason@srta.ga.gov](mailto:gthomason@srta.ga.gov). Questions must be submitted no later than the deadline specified in the above Schedule of Events. Answers to written questions received will be available at the State Road and Tollway Authority (SRTA) website at <http://www.srta.ga.gov>. Answers are provided for informational purposes only and will not be considered binding unless incorporated by addendum to this RFP. All questions and answers will be posted to the SRTA's website where the RFP document is located. Proposers are reminded and encouraged to check this website daily for any changes to the RFP as well as to check this website for Notice of Contract Award. Posting of Notice of Award shall constitute official public notification.

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## PART 1 – SOLICITATION, OFFER, AND AWARD

### 1. Information for Proposers

#### 1.1 Purpose of Procurement

The purpose of this solicitation is to request proposals from qualified companies to provide vanpool program services in the Atlanta region through non-exclusive agreements with the State Road and Tollway Authority. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide complete Vanpool Program Services as provided herein. The Scope of Services begins on page 24 of this PDF.

The services to be performed shall generally fall into the following National Institute of Government Purchasing (NIGP) commodity code:

- 95841 – Fleet Management Services
- 95891 – Transit Management Services

All respondents to this RFP are subject to the instructions communicated in this document and are cautioned to review the entire RFP and carefully follow the instructions herein.

Proposals will be accepted until 2:00PM (EST), **November 21, 2018**. Instructions for requesting a copy of the RFP document can be found on the SRTA website at <http://www.srta.ga.gov/doing-business-with-us/>.

#### 1.2 Type and Term of Contract

SRTA shall negotiate and enter into a fixed price type contract with the selected Contractor. The contract to be awarded by SRTA shall be for a period of effective date of the Contract through June 30, 2018 with three (3) renewal options of one (1) year each. All extensions or renewals shall be made in writing and executed by both parties prior to the contract expiration date.

#### 1.3 Solicitation Schedule

Release RFP	October 23, 2018
Pre-Proposal Conference	November 1, 2018, 10:00 AM EST
Deadline for Vendor Written Questions (Submit questions by email to <a href="mailto:gthomason@srta.ga.gov">gthomason@srta.ga.gov</a> )	November 6, 2018
Responses to Written Questions	November 13, 2018
Proposal Submission Deadline	November 21, 2018, 2PM EST
Oral Presentations (Optional and by invitation only)	December 3-4, 2018*
Notice of Intent to Award	December 7, 2018*
Notice of Contract Award	December 14, 2018*



- \* Tentative and subject to change with no formal modification to the RFP document. Changes to all other dates require the issuance of a formal addendum to the RFP document.

#### **1.4 *Restrictions on Communications with SRTA during Solicitation, Offer, and Award Period***

From the date of issuance of this solicitation through the date of contract award by SRTA, all official communications to and from SRTA regarding this solicitation will be transmitted in writing (defined as being sent or received via letter or email on official firm/agency letterhead or by electronic mail).

All vendor communications concerning this solicitation should be directed to the Issuing Officer. **Unauthorized contact regarding this solicitation with other SRTA staff or SRTA Board members, members may result in disqualification.**

Any oral communications will be considered unofficial and non-binding on SRTA. Proposers should only rely on written statements issued by the SRTA Issuing Officer or SRTA Procurement Manager.

#### **1.5 *SRTA Contact Information***

The mailing and delivery address for all correspondence and/or deliveries related to and during this solicitation for SRTA shall be directed as follows:

State Road and Tollway Authority  
245 Peachtree Center Avenue NE, Suite 2200  
Atlanta, GA 30303

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Part 1, Section 2.10 below) must be directed in writing to:

Gary Thomason, Procurement Specialist  
State Road and Tollway Authority  
245 Peachtree Center Avenue NE, Suite 2200  
Atlanta, GA 30303  
E-mail: [gthomason@srta.ga.gov](mailto:gthomason@srta.ga.gov)

#### **1.6 *Pre-Proposal Conference***

All prospective proposers are invited to attend the pre-proposal conference, which will be held on November 1, 2018 at 10:00 am EST at the SRTA main office located at 245 Peachtree Center Avenue NE, Suite 2200 Atlanta, GA 30303. While attendance is not mandatory, it is highly encouraged.

## 2. Solicitation Terms and Conditions / Instructions to Proposers

### 2.1 *Deadline for Submission of Proposals / Late Proposals*

Proposals submitted in response to SRTA Solicitation No. 19-075 must be received by SRTA no later than 2:00 p.m. (EST) on November 21, 2018 to ensure that they are evaluated for contract award by the Evaluation Committee for this procurement. Proposals received after the submission deadline will not be evaluated.

### 2.2 *Format of Proposals*

Five (5) total paper copies of each proposal, inclusive of one (1) original and four (4) identical paper copies, as well as one (1) electronic copy on USB drive must be submitted to the SRTA Procurement Manager for the RFP to be eligible for evaluation and consideration for contract award.

The electronic copy, submitted on a USB drive, must be submitted in Portable Document Format (PDF), Microsoft Word, and/or Microsoft Excel formats. The USB drive shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format.

All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in Part 1, Section 3 below. Proposals must be typed. The included required forms may be completed by using the free Adobe Reader software available at <http://get.adobe.com/reader/>.

**The “original” paper copy of the RFP must be unbound. All paper copies must be clearly marked as being either “Original” or “Copy” as applicable.**

All RFPs must be prepared and submitted in accordance with the RFP document format and content requirements specified in Section 3 below. RFPs must be typed in English and all pricing must be provided in US dollars. As a condition of submission responsiveness, all Offer Documents that require the signature of Proposer must be signed.

Any contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions and specifications set forth in this RFP.

### 2.3 *Location for Submission of Proposals / Methods of Delivery*

Proposals must be submitted exclusively to Gary Thomason, Procurement Specialist, at the address noted in Section 1.5. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to SRTA by the specified date and time. SRTA is not responsible for late or lost deliveries of proposals submitted via electronic mail.

Proposals that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to the SRTA administrative office located at 245 Peachtree Center, Suite 2200, Atlanta, GA 30303. SRTA's physical address and mailing address are the same.

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a proposal on USB drive

must be clearly marked with the following identifier on the outside of the envelope, package or box:

“Proposal in response to SRTA Solicitation No. 19-075:  
RFP for Non-Exclusive Vanpool Services – November 21, 2018, 2:00 p.m. (EST)  
ATTN: Gary Thomason, Procurement Specialist  
To be opened by addressee only.”

Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the proposal being discovered and/or opened late. SRTA is not responsible for proposals discovered and/or opened late due to Proposer’s failure to mark the proposal as specified. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to SRTA by the specified date and time. SRTA is not responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services.

#### **2.4 Questions**

Questions regarding the RFP must be submitted to SRTA in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) by 2:00 p.m. (EST) on November 6, 2018. Written questions must be submitted to the attention of Gary Thomason, Procurement Specialist in accordance with Section 1.5 above. **Inquiries must be in the form of questions.** There is no prescribed form for the submission of written questions. SRTA may not respond to written questions received after the submission deadline.

SRTA staff will review and evaluate all written questions that are received by the submission deadline and will post responses to all questions to both the Georgia Procurement Registry web site at [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and SRTA web site at <http://www.srta.ga.gov/doing-business-with-us/> not later than November 13, 2018. It is the sole responsibility of the Proposer to make itself aware of SRTA’s responses to written questions. Responses to questions are provided as information only and do not in any way alter the contents of the Solicitation inclusive of the Scope of Services and the remainder of the RFP documents. Revisions to the Solicitation shall be made only via formally issued Amendments (i.e. Addenda). Only such written addenda shall constitute revisions to the Solicitation that are binding upon SRTA.

#### **2.5 Amendments to Solicitation (Addenda) / Postponement of Proposal Submission Deadline**

SRTA reserves the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be announced by written addenda to the RFP. If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of SRTA shall enable potential Proposers to revise their proposals. In any case, the proposal submission deadline shall be at least five business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of proposals.

Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Copies of all addenda will be made available on both the Georgia Procurement Registry web site at [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and the SRTA web site at <http://www.srta.ga.gov/doing-business-with-us/>.

SRTA will not be responsible for a potential Proposer failing to receive notification of the availability of addenda. It is the sole responsibility of each potential Proposer to check the SRTA and Georgia Procurement Registry websites for addenda.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda), included in this RFP, as part of its proposal. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #3 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

## **2.6 *Modification of Proposals***

Except at the written request of SRTA, no proposal may be modified after the deadline for proposal submission identified in Section 2.1.

## **2.7 *Single Response to Solicitation***

If only one proposal is received in response to this RFP, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by SRTA in order to determine if the proposal price is fair and reasonable. If SRTA determines that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

## **2.8 *Confidential / Proprietary Information***

Any and all materials submitted in response to this RFP are subject to public inspection, pursuant to the provisions of Georgia's Open Records Act upon completion of the RFP process. SRTA's receipt, review, evaluation or any other act or omission concerning any such information shall not be considered to create an acceptance of any obligation or duty for SRTA to prevent the disclosure of any such information except as required by the Open Record Act. Proposers that decide to submit information they believe should be exempt from disclosure under the Open Records Act shall: (i) clearly mark each page containing such information as confidential, proprietary or exempt, (ii) shall include such information in a different color from the rest of the proposal text, (iii) shall state the legal basis for the exemption with supporting citations to the Georgia Code, and (iv) for records containing trade secrets, Proposers who wish to keep such record confidential shall also submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

Pursuant to Georgia Law, if the information is requested under the Open Records Act, SRTA shall make a final determination if any exemption actually exists for SRTA to deny the request and prevent disclosure. SRTA will withhold such information from public disclosure under the Open Records Act only if SRTA determines, in its sole discretions, that there is a legal basis to do so.

All material submitted regarding the RFP becomes the property of SRTA.

Any activity pursuant to this RFP by any Proposer is governed by all applicable laws, including without limitation, State and Federal antitrust laws.

## **2.9 Reserved Rights**

SRTA reserves the right to reject any and all proposals or any portion of a specific proposal for any reason. Issuance of this RFP and receipt of proposals does not commit SRTA to award a contract.

SRTA has the sole right to select the successful proposal(s) for contract award(s); to reject any proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP; to cancel the solicitation and to advertise for new proposals; to award a contract(s) to other than the Proposer submitting the lowest cost proposal; or not to award a contract as a result of this RFP.

SRTA reserves the right to accept any proposal deemed to be in the best interest of the SRTA and to waive any irregularities in any proposal that does not prejudice other Proposers. SRTA further reserves the right to negotiate with the Proposer(s) whose proposal(s) is considered by the SRTA, to be most advantageous to the SRTA and does not unduly place SRTA at risk from a legal perspective.

SRTA further reserves the right to retain all proposals submitted and to use any ideas or concepts in any proposal for any purpose regardless of whether that proposal is selected for contract award.

Proposals shall be submitted to SRTA on the most favorable of terms possible from the standpoint of cost, quality, and technical capability. No Proposer shall have any cause of action against SRTA or the SRTA arising out of the methods by which proposals are evaluated.

## **2.10 Protest Procedures**

### **2.10.1 Filing**

- a. An Interested Party is the only part that may file a Protest under this Procedure. An Interested Party shall be defined as any party with a direct economic interest in providing the goods or services sought in the procurement that is the subject of the protest or only those proposers/bidders who actually filed a timely and responsive proposal/bid that complies with the requirement of the procurement that is the subject of the protest.
- b. All protests, and any subsequent pleadings, correspondence or other communications with respect to such protest must be filed, in writing, with a signed original and three (3) copies delivered to the SRTA Procurement and Contracts Manager on a business day, which shall not include observed State holidays, between the hours of 9:00 a.m. and 5:00 p.m. local time, at the same address shown for submitting the proposal/bid that is the subject of the protest. The filing or copying of any pleadings, correspondence or other communications with respect to a protest with any other SRTA official other than the SRTA Procurement and Contracts Manager shall subject the protest to summary dismissal in accordance with this section.
- c. All protests must be received by the SRTA Procurement and Contracts Manager no later than 5:00 p.m. local time on the last day that such protest may be filed with respect to a particular proposal/bid in accordance with the protest policy as outlined below. Protests may be filed only by hand delivery, U.S. mail or commercial carrier. Protests received by email or fax will not be considered.

- d. Failure to timely file the protest or any supporting documents that are required to be filed as a part of the protest will result in the protest being deemed untimely and subject to summary dismissal. Protests will be date and time stamped by SRTA, and timeliness will be determined solely by SRTA with reference to such date/time stamp.
- e. Upon receipt of a protest, the SRTA Procurement and Contracts Manager shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any mandatory item in this section shall be subject to summary dismissal in accordance with this section.
  - i. Upon receipt of a protest, the SRTA Procurement and Contracts Manager shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any mandatory item in this section shall be subject to summary dismissal in accordance with Section 2.10.5-Summary Dismissal below.
  - ii. Upon receipt of any subsequent pleadings, correspondence or other communications with respect to a Protest that are permitted by this Procedure or requested by the Protest Decisionmaker from the Protestor, the SRTA Procurement and Contracts Manager will forward such materials as expeditiously as possible to the appropriate Protest Decisionmaker for the Protest.

#### *2.10.2 Form of the Protest*

- a. All protests must be filed in an envelope labeled "PROTEST," which identifies the protestor's name and address, the name of the SRTA Procurement and Contracts Manager, and the SRTA solicitation number and title assigned to the solicitation or contract.
- b. Protests must be on the protestor's letterhead and shall not exceed ten (10) pages in length (including all attachments and exhibits thereto that contain any written pleadings or argument, but excluding supporting documentation as outlined in the following paragraph. Each page shall have print on only one side of the page with margins no smaller than one inch (1"). The font size shall be no smaller than Courier 10 characters per inch, 12 point (or equivalent).
- c. Any supporting documentation that is cited or specifically referenced in the protest, whether or not it is already in the possession of SRTA (except for copies of SRTA solicitation documents publicly posted and issued by SRTA) or protestor, must be filed simultaneously with the Protest, if such documentation is publicly available at the time of filing. Only supporting documentation that was not publicly available as of the deadline for filing said protest will be accepted as a subsequent filing or pleading from the protestor and will be handled in accordance with Section 2.10.1 (e)(i). All other subsequent pleadings, correspondence or other communications with respect to a protest that are submitted by the protestor, but not first

requested by the SRTA Procurement and Contracts Manager pursuant to Section 2.10.7 will be handled in accordance with Section 2.10.1 (e)(ii).

- d. Each protest shall contain the following mandatory information:
- (i) Protestor's name, address, telephone number, and email address.
  - (ii) A signed and notarized affidavit of the protestor's chief executive officer or the protestor's legal counsel, given under oath and expressly stating that it is given under penalty of perjury, that the contents of the protest are true and correct and that the filing of the protest is authorized by the protestor's chief executive officer.
  - (iii) The signature of the protestor's chief executive officer or the protestor's legal counsel, whichever is signing the Protest for or on behalf of the protestor, notarized separately from, and in addition to, the notarized affidavit under (insert reference).
  - (iv) The specific title assigned by the SRTA to the procurement and to the specific solicitation document that is the subject of the Protest, and all associated SRTA solicitation or contract numbers, must be clearly shown on each page of the protest.
  - (v) A specific detailed statement of all legal and factual grounds relied upon by the protestor in filing its protest. Any grounds not included in the protest that the protestor could have raised when the protest was filed will be deemed irrevocably waived and may not be part of, or grounds for, that or any subsequent protest or other legal action filed by protestor.
  - (vi) Information in the form of signed affidavits or supporting documentation sufficient to show that the protestor qualifies as an interested party for the procurement with respect to which such protest is filed.
  - (vii) Evidence that the filing of the protest is timely along with all supporting documentation.
  - (viii) A specific statement of the form and nature of the relief requested by protestor.

The SRTA Compliance Manager will conduct a procedural compliance review to determine whether the protest fails to comply with the mandatory items in Section 2.10.2- Form of Protest, subsection (d). The protestor's failure to include in its protest all of the mandatory items specified in Section 2.10.2-Form of Protest, subsection (d) shall subject the protest to summary dismissal in accordance with Section 2.10.5-Summary Dismissal.

### *2.10.3 Time for Filing*

#### *a. Pre-Proposal/Pre-bid Protests*



All protests concerning solicitation specifications, criteria and/or procedures shall be submitted to SRTA within ten (10) calendar of when the basis for protest is known or should have been known to the protestor (whichever is earlier), but in no event later than the proposal/bid submission deadline. Any protest by the protestor with respect to any matter or event first occurring on or before the proposal/bid response date, including any aspect of the procurement process or the solicitation documents issued or occurring prior thereto, must be made within the time frame set forth in herein or will be deemed irrevocably waived and may not be part of, or grounds for, any subsequent Protest or other legal action filed by Protestor. For purposes of this protest filings, interested parties shall be deemed to have knowledge of the form and contents of any solicitation document at the time that such solicitation document is first posted to the Georgia Procurement Registry website or otherwise put on public notice in accordance with the written policies of the SRTA.

The SRTA Executive Director shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by SRTA Executive Director as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by SRTA Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19, or review by FTA below.

b. *Pre-Award Protests*

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

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

The decision by SRTA Executive Director shall be the final agency decision on the matter but shall be subject to judicial review as set forth in O.C.G.A. §50-13-19 or review by FTA as specified below.

All protests must be directed in writing to:

SRTA Procurement and Contracts Manager  
State Road and Tollway Authority  
245 Peachtree Center Avenue, Suite 2200  
Atlanta, GA 30303



*c. Protest Response*

The SRTA Executive Director shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

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

Protests not filed in accordance with the deadlines set forth in Section 2.10.3-Time for Filing shall be deemed untimely and subject to summary dismissal pursuant to Section 2.10.5-Summary Dismissal as noted below.

*2.10.4 Protest Decisionmaker*

- a. Except as specifically set forth in this paragraph and in Section 2.10.4 (b), all Protests shall be decided by the SRTA Procurement and Contracts Manager who is authorized by the Executive Director to resolve or rule on any Protest. The Procurement and Contract Manager's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director. If at the time of filing, SRTA does not have a Procurement and Contracts Manager then the Executive Director may designate, in his/her discretion, any other SRTA employee (other than the Executive Director, or the Protest Coordinator or Contracting Officer for the particular procurement that is the subject of the Protest) to serve as Protest Decisionmaker until a Procurement and Contracts Manager is appointed or on a case by case basis at any time after receipt of a Protest and prior to the appointment of a Third Party Hearing Officer with respect to such Protest under Section 2.10.4(b).
- b. At the sole and exclusive discretion of the Procurement and Contracts Manager exercised at any time prior to the issuance of a decision with respect to a Protest, the Procurement and Contracts Manager may request that the Executive Director appoint a Third-Party Hearing Officer to recommend a resolution or ruling on any Protest in accordance with Section 2.10.8-Protest Adjudication Procedures. Upon such appointment of a Third-Party Hearing Officer by the Executive Director, the Third-Party Hearing Officer's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director, subject, however, to Section 2.10.8-Protest Adjudication Procedures. Upon the request for and appointment of a Third-Party Hearing Officer with respect to a particular Protest, such appointment of a Third-Party Hearing Officer with respect to such Protest shall be irrevocable and the Procurement and Contracts Manager shall not thereafter be entitled to rule singly on the Protest.

*2.10.5 Summary Dismissal*

The SRTA Executive Director, may, in his/her sole discretion, summarily dismiss any protest failing to comply with any aspect of this procedure or any aspect of the applicable solicitation documents issued by the SRTA. Protester will be notified in writing by facsimile transmission or electronic means, with the original to follow by United States Mail, of the summary dismissal of its protest.

#### *2.10.6 Time for Decision by Protest Decisionmaker*

Protests that are not either summarily dismissed or withdrawn (or deemed withdrawn) shall be forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, as expeditiously as possible after the end of the Protest Coordinator's procedural compliance review. The Protest Decisionmaker shall issue a decision as expeditiously as practical within Thirty (30) Business Days from the later to occur of:

1. The day the Protest is forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, or
2. The receipt of any requested information from the Contracting Officer, the Protestor or any other party who has relevant information that the Protest Decisionmaker deems necessary in order to render its decision on the Protest.

#### *2.10.7 Protest Decisionmaker's Investigation*

1. The Protest Decisionmaker may request or permit submission of additional statements or documentation from the Contracting Officer, as the Protest Decisionmaker deems necessary in its sole discretion.
2. The Protest Decisionmaker may make a reasonable investigation and is authorized to request any information or documentation it deems necessary in order to render a decision on the Protest.

#### *2.10.8 Protest Adjudication Procedures*

1. The Protest Decisionmaker, in its sole discretion, may issue written questions to the Protestor on any issue the Protest Decisionmaker deems necessary for its consideration of the Protest. Such written questions may be issued in lieu of or in addition to a hearing. Unless specifically required or permitted by this Procedure, or otherwise specifically requested by the Protest Decisionmaker in writing to the Protester, the Protester may not file any written pleading, motion or other written documentation with the Contracting Officer or the Protest Decisionmaker after Protester's filing of the initial Protest.
2. The Protest Decisionmaker, in its sole discretion, either at the Protest Decisionmaker's own instance or upon the Protestor's prior written request submitted in accordance with Section 2.10.1 (b), may elect to conduct a hearing in connection with the Protest. Any requests for a hearing must include a brief statement demonstrating that the Protest Decisionmaker's decision will be aided by a hearing. In the event that the Protest Decisionmaker schedules a hearing, the notice of the hearing may set forth the scope of the hearing, including, but not limited to, the issues to be addressed, the length of hearing and whether documentary or testimonial evidence will be accepted. Alternatively, the Protest Decisionmaker may conduct a pre-hearing conference concerning the procedures to be followed at the

hearing, what issues are under consideration and a list of witnesses who may testify. The issues and evidence considered by the Protest Decisionmaker are within the sole discretion of the Protest Decisionmaker.

3. Subject to Section 2.10.8(4), the Protest Decisionmaker may fashion any remedy the Protest Decisionmaker deems consistent with the procurement process and the Solicitation Documents, including without limitation,
  - i. Deny the Protest in whole or in part,
  - ii. Sustain the Protest in whole or in part, or
  - iii. Subject to Section 2.10.8(4), order the Contracting Officer to take any measure consistent with the Protest Decisionmaker's remedy, including without limitation,
  - iv. Award the contract in accordance with the Contracting Officer's original decision,
  - v. Suspend Contract Award or other Solicitation Decision and reevaluate the Solicitation Responses,
  - vi. Cancel the procurement or solicitation,
  - vii. Amend the procurement, or
  - viii. Any other remedy the Protest Decisionmaker determines is necessary to protect or maintain the integrity of the SRTA's procurement process.
  
4. The decision of the Protest Decisionmaker shall be final; provided, however, that if a Third-Party Hearing Officer is the Protest Decisionmaker, the Third-Party Hearing Officer shall only be entitled to make a written recommendation to the Executive Director containing the Third-Party Hearing Officer's proposed ruling on the Protest.
  - i. The Executive Director may:
    - a. Accept, modify or reject the Third-Party Hearing Officer's recommendation in whole or in part;
    - b. Return the matter to the Third-Party Hearing Officer with instruction; or
    - c. Make any other appropriate disposition.
  
  - ii. The Executive Director's decision shall be deemed the final decision of the Protest Decisionmaker.

#### *2.10.9 Stay of Procurement During Protest*

The SRTA Executive Director may order a stay in the opening of a proposals/bids received or of the contract performance if the Executive Director determines, in the Executive Director's sole discretion, that a stay is in the best interest of the SRTA, any affected Agency or the State of Georgia. Should the Executive Director not stay contract performance pending the resolution of any protest to an actual Contract Award, the contract may be awarded on a contingent basis, subject to revocation, revision or other adjustment or modification based on the final decision of the Executive Director in such Protest.

#### *2.10.10 Costs*

Neither the protestor, any interested party nor any other third party shall be entitled to recover any costs incurred in connection with the procurement process, the solicitation, the protest, and/or compliance or attempted compliance with this policy, including preparation costs or attorneys' fees.

#### *2.10.11 Governing Law*

The laws and regulations of the State of Georgia, without application of its conflicts of laws principles, shall govern any action brought pursuant to this Protest Procedure.

#### *2.10.12 Judicial Review*

Any further legal action by the Protestor upon the final decision by SRTA must be filed with the Superior Court of Fulton County and served on SRTA within the time prescribed by Georgia law. The final exhaustion of the procedures set forth in this Protest Procedure is a prerequisite to the commencement of any judicial review of a final decision issued by SRTA under this Protest Procedure.

#### *2.10.13 Review of Protests by FTA*

All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F or the most recent version of FTA Circular 4420.1 available at the time of issuance of the solicitation. Protesters shall exhaust all administrative remedies with SRTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protester has received actual or constructive notice of SRTA's final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to FTA.

### **2.11 *Minority and Small Business Participation***

SRTA strongly supports the participation of small business owners in its contracts. It is the policy of the SRTA to ensure nondiscrimination in the award and administration of DOT-assisted contracts. It is the intention of the SRTA to create a level playing field on which Small Businesses can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in compliance with the requirement of 49 C.F.R. 26.39. All companies qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this solicitation. These requirements apply to all companies, including those who qualify as a Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE). SRTA's overall agency goal for participation by DBEs in its federally funded contracts between October 1, 2017 – September 30, 2020 is 8%. Additional contract requirements related to participation by DBEs are specified in Part 3 – Contract of this RFP.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property, or services to the State of Georgia, including SRTA. The Tax

Incentive Program is codified at [O.C.G.A. §48-7-38](#) and is managed by the Georgia Department of Revenue.

### **2.12 Conflicts of Interest**

SRTA has adopted Standards of Ethical Conduct for Purchasing for SRTA employees involved in procurement. It is a breach of ethical standards for any SRTA employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

SRTA employees are also bound by the Georgia Governor's Executive Order dated January 10, 2011 for "Establishing a Code of Ethics for Executive Branch Officers and Employees". The Executive Order prohibits SRTA and SRTA employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official SRTA business. Therefore, it is unlawful for a potential Proposer, or its subcontractors or suppliers, to make gifts or favors to any SRTA employee. It is also unlawful for any SRTA employee to accept any such gift or favor. In addition, any persons acting as members of the Proposal Review Committee for this procurement shall, for the purposes of this procurement, be bound by SRTA's Standards of Ethical Conduct for Purchasing and the referenced Executive Order.

Throughout the proposal evaluation and award process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the Proposal Review Committee, the SRTA Board of Directors, or SRTA employees other than Leanna Jordan Pierre, Procurement & Contracts Manager.

### **2.13 Contractual Relationships**

SRTA intends to execute the Contract, attached as Part 3 of this RFP, for the provision of the required services with the selected Contractor(s). The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer's Proposal Letter, included as Offer Document #2 of this RFP, must clearly indicate the firm or entity responsible for contract execution.

SRTA shall not be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the Contract; however, the selected Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide SRTA with copies of said agreements not later than five business days prior to their execution. Additional contract requirements related to Subcontractors are specified in the Contract.

### **2.14 Small Business Participation**

SRTA strongly supports the participation of small business owners in its contracts. It is the policy of the SRTA to ensure nondiscrimination in the award and administration of DOT-assisted contracts. It is the intention of the SRTA to create a level playing field on which Small Businesses can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in compliance with the requirement of 49 C.F.R. 26.39.

### **2.15 Contractual Provisions**

The contract to be executed between SRTA and the selected Contractor as a result of this solicitation is included as an attachment to this RFP. SRTA has no obligation to consider and/or approve exceptions or changes to the Contract. SRTA reserves the right to modify the Contract and/or include additional contractual provisions in the contract at its sole discretion.

The apparent successful Proposer must return two signed copies of the Contract to the SRTA Procurement & Contracts Manager within five business days of notification of intent to award. Failure to do so may lead to rejection of the Proposer. SRTA reserves the right to proceed to discussions with the next ranked Proposer.

### **2.16 Responsibility for Compliance with Legal Requirements**

Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.

### **2.17 Conditional Proposals**

Terms and conditions attached to a proposal by a Proposer and made a condition of contract execution may render the proposal non-responsive and may be rejected by SRTA.

### **2.18 Sales and Use Taxes**

SRTA is exempt from paying sales and use taxes. All proposal prices must exclude sales and use taxes (if applicable).

### **2.19 Proposal Preparation Costs**

All costs of proposal preparation, attendance at pre-proposal and/or pre-award meetings, and any other pre-award costs shall be at Proposer's sole cost and expense.

### **2.20 Contents of Contract**

The contract resulting from this RFP shall consist of the following documents, which shall be incorporated therein:

- Contract;
- Definitions;
- RFP (including any addenda thereto);
- Contractor's Response;
- Mandatory FTA Clauses;

- SRTA Notice of Intent to Perform as Subcontractor Form;
- SRTA DBE Subcontractor Payment Report; and
- DBE/SBE Utilization Contract Close-Out Report

### 3. Contents of Complete Proposal

All Proposals should include a table of contents with page numbers and sufficient detail to facilitate easy reference to all requested information.

To be eligible for evaluation by SRTA as a complete, responsive proposal in response to SRTA Solicitation No. 19-075, any and all proposals submitted to SRTA must contain all fourteen (14) of the following documents, properly signed (as required), fully completed by the Proposer, and numbered and arranged in the following order:

#### 3.1 Complete Proposal Checklist

- This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission to SRTA. The document is used by SRTA during the evaluation of responsiveness of proposals.
- This document must be fully completed, signed, and submitted with the proposal.
- Blank checklist form is attached as Offer Document #1 of this RFP.

#### 3.2 Proposal Letter

- This document summarizes the acknowledgements and representations made by and agreed to by the Proposer with regard to its proposal.
- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #2 of this RFP.

#### 3.3 Acknowledgement of Addenda to RFP

- This document is required by Part 1, Section 2.5 of this RFP.
- This document must be fully completed, signed, and submitted with the proposal.
- If no addenda to the RFP were issued by SRTA, Proposer must still complete the form and include it in its proposal.
- Blank form is attached as Offer Document #3 of this RFP.

#### 3.4 Proposer Information Form

- This document summarizes key information about the Proposer for SRTA's assistance and reference during evaluation of the proposals including:
  - Contact Information for Proposer.
  - Corporate information.
  - List of references for whom Proposer has performed similar services in the past three (3) years.
- SRTA will contact the references listed on this document as part of its evaluation of proposals.
- If Proposer is a certified DBE, proof of DBE certification must accompany this document.



- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #4 of this RFP.

### **3.5 Proposer Certifications**

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #5 of this RFP.

### **3.6 Statement of Firm's Qualifications and Experience**

- This document shall be provided by the Proposer and shall be a narrative description of the Proposer's qualifications and experience. This narrative description shall include the appropriate use of headings and subheading that address, at minimum, the following elements:
  - Brief description of the Proposer (brief history, number of employees, lines of business, areas of specialization, office locations, organization, etc.)
  - Description of the firm's experience in performing work of a similar nature to that solicited in this RFP, specifically public relations/communications/marketing for governmental organizations and/or organizations in the transportation industry, and the participation in such work by the key personnel proposed for assignment to this project.
  - Highlight the firm's experience with the work or services identified in Scope of Services.
  - Comprehensive listing and brief descriptions of relevant engagements started and/or completed during the last five years that are similar in scope and nature to the Scope of Services, attached to this RFP.
- There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to no more than fifteen (15) single-side typed pages, font size no smaller than 10 pt., with no more than five (5) pages allocated for graphics and/or designs. Proposer should label this document as Offer Document #6 in its proposal.

### **3.7 Project Team and Project Approach**

- This document shall be provided by the Proposer and shall be a narrative description of the Proposer's project team and approach. This narrative description shall include the appropriate use of headings and subheading that address, at minimum, the following elements:
  - Firm's technical approach to the project and interpretation of the Scope of Services, including the Tasks identified in the Scope of Services section
  - Identify the adequacy of the firm's resources, including personnel, labor, equipment and supplies, etc.
  - Proposed project approach and plan in response to the Scope of Services
  - Resumes of project team members
  - Any special or unique benefits that the proposed team and/or its approach brings to the Scope of Services
  - Approach to streamlining data delivery and minimize transcription redundancies



- There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to no more than fifteen (15) single-side typed pages, font size no smaller than 10 pt. Note, team member resumes shall not be counted towards the page limit restriction. Proposer should label this document as Offer Document #7 in its proposal.

### **3.8 Buy America Certification**

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #8 of this RFP.

### **3.9 Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

- This document must be fully completed, signed, notarized, and submitted with the proposal.
- Blank form is attached as Offer Document #9 of this RFP.

### **3.10 Subcontractors and DBEs**

- This document must be fully completed, signed, and submitted with the proposal.
- If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document.
- Blank form is attached as Offer Document #10 of this RFP.

### **3.11 Certification Regarding Suspension and Debarment**

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #11 of this RFP.

### **3.12 Certification Regarding Lobbying**

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #12 of this RFP.

### **3.13 Non-Collusion Affidavit**

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #13 of this RFP.

### **3.14 Anti-Boycott, Divestment and Sanctions Against Israel Certification**

- This document must be fully completed, signed, and submitted with the proposal.
- Blank form is attached as Offer Document #14 of this RFP.

## **4. Proposal Evaluation and Contract Award**

### **4.1 Standards for Award**

SRTA Solicitation No. 19-075 is a Request for Proposals (RFP). SRTA intends to award a contract to the Proposer whose proposal conforms to the solicitation and is determined to

be the most advantageous to SRTA, taking into consideration price and other evaluation factors set forth below. Accordingly, SRTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of SRTA.

In order to be eligible for contract award a proposal must meet all of the following criteria:

- 4.1.1 The proposal submitted is responsive to the solicitation.
  - A proposal shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the Proposer.
  - It shall be at the sole discretion of SRTA to determine if a proposal conforms in all material aspects to the requirements of the solicitation.
- 4.1.2 The Proposer who submitted the proposal is a responsible Proposer. A Proposer shall be considered responsible if the Proposer possesses, at the time of contract award, the ability to perform successfully and a willingness to comply with the terms and conditions of the contract (attached to this RFP).
- 4.1.3 The Proposer is judged, at the sole discretion of SRTA, to be the qualified firm(s) that offers the best value to SRTA for the Services to be provided.

#### **4.2 Evaluation and Award Process**

All proposals shall be evaluated by an Evaluation Committee. Proposals and evaluations will be kept strictly confidential throughout the evaluation and award process. Only the members of the Evaluation Committee and other SRTA staff having a legitimate work-related interest will be provided access to the proposals and evaluation results during the evaluation and award process. Proposals will be evaluated, and a contract will be awarded in accordance with the following process:

- 4.2.1 Proposals will first be evaluated by the SRTA Procurement and Contracts Manager or Issuing Officer for responsiveness in accordance with the standard set forth in Part 1, Section 4.1.1 above. Only those proposals that are determined to be responsive shall be evaluated for Proposer responsibility.
- 4.2.2 Proposers who submitted responsive proposals will be evaluated by the Evaluation Committee for responsibility in accordance with the standard set forth in Part 1, Section 4.1.1 above.
- 4.2.3 Proposals that are determined to be responsive and that were submitted by responsible Proposers shall be further evaluated by the Evaluation Committee to determine the Proposal(s) that is/are most advantageous to SRTA.

To determine the most advantageous proposal to the SRTA, the Evaluation Committee will evaluate the proposals taking into consideration the following criteria:

- **Firm's Qualifications and Experience (70-point maximum)**- Proposer's background, financial stability, company history, employee number and availability for project, etc.

- **Project Team and Approach (30-point maximum)**- Proposer's experience with projects of similar scope and size.
  - **References (20-point maximum)**- Evaluation Committee shall specifically consider information submitted in accordance with Sections 3.4 and 3.6.
  - **Interviews-Optional (20-point maximum)**- The Evaluation Committee may choose to invite selected proposers to make presentations and participate in interviews with the committee prior to completing its ranking of proposals. It shall be at the discretion of the Evaluation Committee as to whether it will conduct interviews and as to how many and which Proposers will be invited to make presentations and participate in interviews with the committee. Proposers that are invited for interviews may earn up to 20 points based on the quality of the interview.
- 4.2.4 Upon completion of the evaluation process by the Evaluation Committee, a recommendation to award a Contract to the Proposer who submitted the most advantageous proposal to SRTA, as solely determined by the Evaluation Committee, and that meets the standards for contract award specified in Section 4 will be forwarded to the SRTA Executive Director.
- 4.2.5 The SRTA Executive Director may, at his or her sole discretion, delay consideration of the Recommendation for Contract Award or reject the recommendation and award the contract to another Proposer(s) or cancel the procurement altogether.
- 4.2.6 SRTA will execute a contract with the successful Proposer and will issue a Notice to Proceed.
- 4.2.7 SRTA reserves the right issue multiple contract awards under this solicitation.
- 4.2.8 SRTA reserves the right to request a Best and Final Offer after finalizing the Proposer(s) after the evaluation committee has completed scoring. BAFOs may be requested from one or more Proposers.

## PART 2 – SCOPE OF SERVICES

### 1. Vanpool Program Description

The State Road and Tollway Authority (“SRTA”) Regional Vanpool Program provides incentives to commuters who vanpool. The goals of the Program are to reduce traffic congestion, improve air quality, and encourage drive-alone commuters to rideshare. Vanpools are a transit mode comprised of vans operating as a ride sharing arrangement providing transportation to a group of individuals traveling directly between their homes and a regular destination within the same geographical area. Vanpools must have origins or destinations within the SRTA Vanpool Program 13-county area in the Atlanta region. These counties include: Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale. Vanpools must comply with public transit rules, including Americans with Disabilities Act (ADA), Title VI, and Buy America provisions. Vanpools must be open to the public and that availability must be made known. SRTA designates a Project Manager responsible for its responsibilities and to serve as the point of contact.

The SRTA Regional Vanpool Program relies on private providers of public transportation by vanpool which is defined by Chapter 53 of 49 U.S.C. as a private entity providing vanpool services in the service area of a recipient of assistance using a commuter highway vehicle or vanpool vehicle. A commuter highway vehicle and vanpool vehicle are defined as a vehicle with seating capacity of at least six (6) adults (not including the driver); and at least 80 percent of the mileage use can be reasonably expected to be for the purposes of transporting commuters in connection with travel between their residences and their places of employment.

SRTA contracts with one or more vanpool service providers to operate the Program. Vanpool service providers provide the equipment, maintenance, marketing, insurance, employees, supplies and materials, and any other items necessary to provide the services in accordance with SRTA’s standard non-exclusive vanpool agreement. SRTA is not responsible for fleet administration or passenger fare collection nor does it have any legal or financial responsibility for vehicle operations. In the event that SRTA utilizes passenger fares as the local match for FTA grants, and in instances where Contactor purchases rolling stock with passenger fares that are in excess of Contractor’s operating costs, such rolling stock shall only be used for vanpools with origins and/or destinations in the 13-county area.

Vanpool drivers enter into agreements with one of SRTA’s vanpool service providers. Vanpool groups pay the balance of the monthly vanpool service charge directly to the vanpool service provider, less the monthly incentive from SRTA. SRTA pays the incentive directly to the vanpool service providers. SRTA does not

administer the agreements between the vanpool service providers and the drivers nor does it provide direct customer service.

The Regional Vanpool Program is marketed through Georgia Commute Options and Transportation Management Associations (“TMAs”), collectively Employer Service Organizations (“ESOs”), in the Atlanta region. These ESOs work with SRTA’s vanpool service providers to form new vanpools. Some of the ESOs supplement SRTA’s financial incentive with an additional incentive; however, vanpool service providers must enter into agreements with parties who provide subsidies in addition to the SRTA incentive to ensure that the total subsidies that are received do not violate the FTA Capital Cost of Contracting policies outlined in FTA Circular 5010.1E).

## **2. Performance Expectations**

SRTA expects CONTRACTOR to increase the number of passenger miles travelled by vanpools throughout the contract period. At a minimum, a 4% growth in passenger miles is expected annually. Within 14 days of the notice to proceed, CONTRACTOR shall provide SRTA with their existing number of passenger miles within the 13-county area. This will be compared to the number of passenger miles submitted in the final monthly invoice of the initial term period.

The passenger mile growth goal shall serve as a key indicator of CONTRACTOR performance and may influence SRTA’s decision whether or not to exercise future renewal options.

In the event this contract is renewed, the annual growth goal will apply to the period of time between the final month of the previous term to the final month of the renewed contract year.

In a non-exclusive contract, it is possible that a van will switch from one CONTRACTOR to another. Vans that switch between CONTRACTORS will not count toward the 4% annual passenger mile growth goal. Determination of a van switching between vendors will be made at SRTA’s sole discretion.

## **3. Qualification Criteria for Vanpool Service Providers**

Proposers certify that they meet all of the following criteria to qualify as a vanpool service provider to SRTA through the Regional Vanpool Program:

- ✓ Experienced in the operational and vehicle support services for substantial vanpool programs, including:
  - vehicle acquisition and delivery;
  - registration and licensing;
  - insurance;
  - maintenance;

- management services; and
- collecting and reporting auditable data.

#### 4. Vehicles

- (1) Passenger capacity is defined as the capacity of the vehicle as specified and delivered by the original equipment manufacturer (“OEM”), not as otherwise modified except for ADA compliance.
- (2) When initially placed into service, no vehicle may be older than forty (40) months. No in-service vehicle may be older than seventy-two (72) months.
- (3) Vehicles utilized in the Vanpool Program must be Buy America compliant.
- (4) Contractor shall employ a scheduled maintenance and unscheduled repair program to assure continued cleanliness, reliability, and performance of the vehicles used in the Vanpool Program. The Vanpool Program vehicles will meet or exceed the recommendations of the original equipment manufacturer (“OEM”) or the Contractor will submit to SRTA its rationale for deviating from the OEM recommendations. The Contractor shall be the primary point of contact with the vanpool driver regarding scheduled maintenance and unscheduled repairs. The Contractor will provide backup vehicles and towing services to facilitate uninterrupted service to the commuting groups.
- (5) Unmodified vehicles manufactured in a single stage must be certified in compliance with Federal Motor Vehicles Safety Standards (“FMVSS”) by the OEM (e.g. Ford, General Motors, and/or Chrysler).
- (6) All vehicles manufactured in two (2) or more stages shall meet all applicable FMVSS specifications for the intended use and the type of vehicle on the date of manufacture. Any OEM vehicle, which is subsequently modified, converted, altered, or completed by anyone (subsequently referred to as “Alterer”), in any manner, must include certification and documentation to substantiate conformance to all applicable FMVSS. This documentation will include, when seating systems have been installed or altered, “in-vehicle” testing of the seats, belts and anchorages, as a system to the following FMVSS standards: 207, 208, 209, 210, 225, and 302. In addition, an Alterer’s label will be affixed to the ‘B’ pillar as outlined in the Standards. Any future vehicle deliveries will be subject to applicable FMVSS standards as they may apply at the time of vehicle manufacture.
- (7) Graphics, logos and sign materials on the exterior or interior of the vehicle are at Contractor discretion with three exceptions:

- ✓ Contractor shall ensure that all vans will be clearly marked on the outside of the vehicle with the following language: "A Public Transportation Service" to identify that the services of the van are open to all interested parties. No vanpool shall be determined to be solely for a third-party employer or its employees.
- ✓ SRTA shall have the right to place its logo on the outside of Contractor vans. The size of the logo shall not exceed 216 square inches. The size of the logo, proportions and general appearance are at SRTA's sole discretion provided a maximum size of 216 square inches is not exceeded.
- ✓ All graphics, logos and/or sign materials other than that of Contractor must be approved by SRTA in advance, in writing before being installed on the vehicle.

## 5. Driver Selection and Qualifications

- (1) Contractor will establish and implement a vanpool driver selection and orientation program. Vanpool drivers must meet all of the following minimum criteria:
  - ✓ Driver must be at least twenty-five (25) years of age;
  - ✓ Driver must have a valid Georgia driver's license;
  - ✓ Driver's license may not be restricted, suspended, or revoked;
  - ✓ Driver must have a minimum of five (5) years of licensed driving experience;
  - ✓ Driver cannot have more than one (1) moving violation or at-fault accident in the past year (or any combination thereof);
  - ✓ Driver cannot have more than two (2) moving violations or at-fault accidents in the past three (3) years (or any combination thereof); and
  - ✓ Driver cannot have more than three (3) moving violations or at-fault accidents in the past five (5) years (or any combination thereof).
- (2) Contractor will run a Motor Vehicle Driving Record (MVR) check on all driver applicants prior to vehicle delivery and every year thereafter, or as deemed appropriate by Contractor. The time period to be included in the MVR check shall be the maximum time period allowed by law or seven (7) years, whichever is greater.

Driving privileges will be automatically denied if any driver or driver applicant has been convicted of any of the following:

- Excessive speed (e.g. 25+ mph over limit).
- Operating to endanger, reckless driving, etc.
- Driving under the influence of alcohol or drugs.
- Operating a motor vehicle with a suspended or revoked license.



- School bus stopping flag violations (or similar).
- Fleeing or attempting to elude law enforcement.
- Leaving the scene of an accident involving personal injury.
- Motor vehicle homicide.

## 6. Driver Agreements

Contractor will provide commuter vanpool application forms and driver agreement forms sufficient to address the needs of the Program and the Vanpool Services. Contractor and all vanpool drivers will enter into written agreements that shall stipulate:

- ✓ the conditions of any and all agreements pertaining to Contractor, the vanpool driver, and any other related parties;
- ✓ a method for collecting monthly passenger payments and submittal of incentive reports to Contractor;
- ✓ the shared cost nature of the vanpool agreement.

Contractor is required to issue a decision on all completed driver applications within forty-eight (48) hours from the date of receipt of the application. The Agreement between SRTA and Contractor shall be made by reference a part of any agreement between Contractor and drivers. The driver agreement may be terminated by the driver by giving Contractor thirty (30) days written notice.

## 7. Other Agreements

Contractor may enter into agreements with ESOs, Community Improvement Districts (“CIDs”), and/or the Atlanta Regional Commission (“ARC”) to receive additional direct financial payments to apply to Vanpools provided that the agreements specify the sources of the funding to be applied to Vanpools and application of the additional subsidies will not cause the Program to be in non-compliance with FTA’s regulations on Capital Cost of Contracting enumerated in FTA Circular 9030.1E. Contractor shall provide SRTA with copies of such agreements.

## 8. Management

Contractor will be responsible for providing, operating, marketing, and managing Vanpool Services as described in the Agreement. The Contractor will be responsible for providing all necessary vehicles, equipment, maintenance, personnel, and other services needed by the participants to operate a vanpool. Contractor will be responsible for management of its fleet. SRTA will have no responsibility for fleet administration, including recordkeeping and accounting, or for vehicle operations. Contractor will maintain an office in the SRTA service area, provide trained personnel available in person or by toll-free telephone during regular business hours for vanpool marketing, and provide assistance in vanpool



group formation and launching and for continuous liaison with the vanpool drivers and TMAs. Contractor will place destination signs on vans as provided by SRTA.

## 9. Reporting

- (1) Contractor will provide to SRTA, on a monthly basis, data on each vanpool as enumerated in Exhibit E.
- (2) Contractor shall be responsible for collecting and directly reporting all information required by the National Transit Database (“NTD”) of the Federal Transit Administration (“FTA”). SRTA is also required to report information on the SRTA Vanpool Program to the NTD. To this end, Contractor shall provide all NTD information as reasonably requested by SRTA within 30 days of the written request.

## 10. Audit and Examination

Contractor agrees that SRTA, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data, records, and accounts with regard to the Program. Contractor agrees to maintain required records for at least three (3) years after SRTA makes final payment and other pending matters are closed.

## 11. Mandatory Notification of Public Transportation Service

A vanpool shall not be eligible for payment until all of the following notifications have been implemented:

- ✓ Prominently display notice on the outside of the vehicle: “A Public Transportation Service”;
- ✓ Visible notification on all marketing and promotional materials as follows: “Vanpools are a public transportation service and are open to the general public”;
- ✓ Visible notification on vanpool related websites as follows: “Vanpools are a public transportation service and are open to the general public”;
- ✓ Each driver agreement must include the following notification: “Vanpools are a public transportation service and are open to the general public.”

## 12. Marketing

Contractor will assist SRTA in marketing the services it provides for the Program. Contractor will furnish to SRTA examples promotional materials associated with the Program at least once during the contract period at SRTA’s request. SRTA may review such materials for accuracy and federal compliance. SRTA will not

limit or restrict Contractor's ability to market its services. Contractor will coordinate marketing efforts with relevant TMAs in the Atlanta region.

**13. Survey Data Collection**

- (1) SRTA reserves the right to collect ridership, satisfaction, and demographic information on participants in the vanpool program including, but not limited to, paper-based on-board surveys and online surveys. SRTA will work with the CONTRACTOR to distribute and collect survey materials in an appropriate manner to not interfere with ongoing operations.
- (2) Information collected as part of the survey process will not be shared with any third party unless SRTA receives prior written consent by the vanpool provider and individual passengers.