

Benzie Transportation Authority (BTA)
14150 US Highway 31
Beulah, Michigan 49617

Request for Proposal # 2020 - 01-BTA

Date: March 19, 2020
For: Dispatch/scheduling software
Sealed Proposal Due: April 15, 2020 5:00 p.m. EST
Public Proposal Opening: April 15, 2020 5:10 p.m. EST at 14150 US Highway 31 Beulah, Michigan 49617
Contact People: Bill Kennis Executive Director
Jessica Carland Mobility Manager

All contact regarding RFP must be submitted in writing via email to: bill@benziebus.com to ensure fairness and accuracy for all interested bidders and will be sent to all firms and posted on BTA's website at Benziebus.com. Benzie Transportation Authority (BTA) prohibits discussions with any BTA personnel after the letting process.

The bidder hereby offers to furnish the goods and/or services described and for the price stated:

Dispatch/Scheduling Software & Hardware

To conform to specifications which are attached and incorporated as part of the proposal. Benzie Transportation Authority reserves the right to accept or reject any and all proposals for sound, documentable, business reasons, or parts thereof, and to waive any minor irregularities in the proposal.

This section must be included with your proposal!

I, the undersigned, hereby state that I have full authority to execute this proposal on behalf of the proposer and that all attached contracts and clauses will be acknowledged and compiled with.

Company
Address
Email
Title
Signature Fed ID#
Date

Issuance of a 3rd party contract which will serve as the "Notice to Proceed"

DBE, minority-owned and female-owned firms and businesses are encouraged to respond to this solicitation.

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Section 1: Background

The Benzie Transportation Authority (BTA), a Benzie County Authority established in 2006 and operational since January 2, 2007 is in the process of upgrading its Dispatch/Scheduling software and hardware. With funding from the Federal Transit Administration FTA and Michigan Department of Transportation MDOT, BTA is seeking proposals that meet specifications for improving customer service and agency performance through superior dispatch/scheduling software that includes mobility on demand technology linking customers with BTA services.

BTA in its 13th year serves about 2,000 unique “active riders” and 108,000 rides in 2019. Services are primarily delivered intra-Benzie County yet; adjacent counties are serviced at a less significant frequency and volume. Since inception, BTA has utilized dispatching software for servicing its rider’s needs. As demand for services has increased about 33% over the past 3-years, BTA desires improved technology for empowering Dispatchers with routing assistance for improving efficiencies and cost-effectiveness and to offer riders with easier ride requests (demand services) and links for tracking their bus pick-up thus reducing wasted time.

RFP Objectives

Replacing or Advancing its current Dispatch/Scheduling software, add or replace mobile software and hardware tablets on 22 buses to monitor and collect data. For consistent proposals, assume that all in-house dispatching equipment has adequate capacity and that existing tablets would be replaced on all buses. This would include: scheduling, dispatch, GPS, Automatic Vehicle Locater (AVL), mobile data terminals (MDT’s), and web portal technology for customer scheduling, for on-demand services. This project will be managed by BTA for a July 15, 2020 start-up and target completion launch date of September 15, 2020. It is anticipated that software renewals will be completed on an as-needed basis for the useable life of a minimum of 5-years.

The proposal selection process is included and will be **contingent upon** MDOT approval of a 3rd party subcontract between BTA and the awarded firm. The award will result in a fixed, firm price contract.

The BTA Executive Director and Mobility Manager will be responsible for providing guidance and oversight to the selected firm. The BTA Board of Directors will provide oversight on the selection process.

Procurement Schedule

RFP notices sent to potential bidders/RFP to be advertised	3/18/2020
Questions & Answers Due Date	3/27/2020
Questions & Answers Posted	3/31/2020
Proposals due at Benzie Transportation Authority (BTA) office, 5 p EST	4/15/2020
Evaluation of Proposals	4/22/2020
Selection of bidders within "Competitive Range"	4/27/2020
Oral interviews/discussions and clarifications	5/4/2020
Final evaluation & contract Awarded	5/8/2020
Tentative Start-up	7/15/2020

Section 3: Minimum Technical Requirements

Technical Requirements

All proposals will be reviewed for compliance with the minimum technical requirements. Proposals deemed non-responsive will be eliminated from further consideration. ***Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the number of words for your responses.***

- Microsoft Windows based and, SQL server, database and use 64-bit technology.
- Server Requirements

Server must operate in the "cloud" (online) and be managed and maintained remotely by the vendor. Transit staff must be able to operate the software remotely, on multiple computers each with multiple monitors from any internet connection. Software must operate within existing bandwidth available: 20 mbs down, 2 mbs up.

- Tablets Requirements - (22) required

Awarded vendor to provide twenty-two (22) tablets that meet the following minimum requirements for software compatibility:

- Must work with AT&T network (area service provider)
- Network Configuration Requirements
 - Benzie Bus currently operates on a Gigabit network (using switches and hubs) and uses TCP/IP Protocol only.
- Additional Display Requirements (2) required
 - Minimum 48" or larger television/display to be able to display vehicle location graphically. Displays must be able to be mounted on the wall.
 - Any needed hardware and/or software that is needed to mount, run and operate the displays.
- Additional Communications Equipment Requirements
 - Any equipment needed to maintain optimal communication between Mobile Data Terminal (MDT's) and cellular/data connection should be included.
- Software must maintain compatibility when hardware and operating systems are updated.
- All software should be installed by vendor.
- Ability to integrate with third-party systems, including but not limited to
- Access to Google or approved equal maps to let the Dispatcher know of the exact mileage and provide navigation assistance

Proposer Response:

Please certify your understanding of the above requirements and that you or your firm meets or exceeds all items detailed in Section 1.2, Items 1-9.

1.2 Functional Requirements

To be considered for any award of this contract, the proposed dispatch system must be capable of the following minimum functional requirements:

A. Data Functional Requirements

1. Software must convert all existing data (MS SQL Server) with no loss of passenger information, including:
 - a) Name, address, phone number, Township, City & optional user-defined fields.
 - b) Passenger type (Youth, Student, Adult, Senior, Disabled, Senior Disabled) & user-defined fields.
 - c) Passenger ride requirements: (e.g., needs lift, wheelchair, or scooter)
 - d) Fares paid and fares owed
 - e) Emergency Contact Information
 - f) Passenger, trip, or stop notes
 - g) Trip Purpose (Medical, School, etc...)

The dispatch software must have the ability to send all passenger and stop information to a mobile data terminal (MDT) located inside the transit vehicle. This includes pick-up time and address, drop-off time and address, fare paid / fares owed, and passenger and stop notes.

2. The scheduling software must fully integrate with the AVL and MDT interface.
3. The system must be able to track or time-stamp changes from different dispatchers for any ride and be able to be viewed or printed by appropriate persons to track changes (auditing).
4. Geo coded addresses with search capability including address or any field within the program.
5. Geographical Information System, (GIS) capabilities to allow the user to have access to map views of the service area, individual routes or runs, street addresses or other user-defined zoom levels, and the ability to add and monitor geo-fences.
6. The AVL system must fully integrate with the GIS system working collaboratively with the dispatch system to provide navigational support to the transit vehicles, routes, stop addresses, and have the latest GPS technology with a maximum location error of 100 feet and provide real time data.
7. The software system shall support a passenger default address along with other pickup addresses.
8. Data must be transmitted to and from the vehicle and the channels must be adequate to allow transmission of data in real time.
9. Ability to re-receive any missed transmission if going through area with reduced cellular service.
10. Must be able to track and schedule vehicle maintenance. (oil changes, safety inspection, etc.)

Please review and certify that you or your firm are able to substantially meet or exceed the above A. Data Functional Requirements, Items 1 - 10.

B. Dispatch/ Scheduling Requirements

Software must include the following dispatch/scheduling capabilities:

1. Creation/Modification of Routes

- a) Automate the creation of daily vehicle routes for advanced-reservation transit service based on available fleet capacity, available drivers, and GPS mapping to maximize operating efficiency.
- b) Must have the ability to optimize routes in real time to accommodate cancellations and demand-response requests while continuously maintaining peak operational efficiency
- c) Must be able to slow down algorithm on routing to allow for weather and other issues that might delay services.
- d) Must be able to customize load and unload times per passenger.
- e) Allow dispatchers to manually modify trips and select the driver, vehicle, and route.
- f) Cancel groups of rides efficiently and undo, if necessary.
- g) Duplicate rides and automatically adjust return trip, as needed.
- h) Create standing rides with the ability to temporarily suspend and/or resume.
- i) Maintain standby list for denied trips and notify dispatchers when standby ride can be scheduled.

2. Notification Requirements

- a) Software should notify dispatch when vehicles are behind schedule and when drivers input passenger/trip changes into MDT (e.g., passenger no-shows).
- b) Notify dispatchers of passenger suspensions before ride is scheduled, with ability to override.
- c) Notify drivers of log changes, passengers owing fees and fares from prior rides, and changes to passenger profiles (e.g., address change since last trip).
- d) Send automated notifications to passengers via text message, phone call, and or email by default with option to unsubscribe. Passenger notifications should include ride reminders the day prior, day of, and when vehicle is in route; ride cancellation confirmations; and changes to pick up times.

3. Other dispatch/scheduling requirements

- a) Dispatchers must be able to move easily between all major components of the system without having to exit, turn off, or minimize other major components
- b) Customizable standardized color coding in different colors on the dispatch screen for cancels, no shows, open rides, or user defined if a passenger is on the bus or dropped off the bus, that can be hidden if not needed and reinstated if needed.
- c) Access to maps shall be one mouse click for dispatchers

Please review and certify that you or your firm are able to substantially meet or exceed the above B. Dispatch/Scheduling Requirements, Items 1 - 3.

C. Mobile Data Terminal (MDT'S) Requirements

Software package must include MDT capability for all vehicles in the fleet (currently 22). Vendor must include software/app and any applicable licenses for all vehicles. Hardware (tablets) may be provided by the vendor or purchased separately by the Authority. MDTs must have the following capabilities:

1. Hardware available for purchase in a retail outlet or online for replacement, if needed.
2. Support text messaging between dispatch and the vehicle operator.
3. Portable and easily removed from the vehicle for replacement or overnight storage, and have a built-in camera on the front and back at least 3MP on each side.
4. Once the MDT is turned on, it must display current odometer, drivers log/manifest, driver ID, and be able to transmit/receive messages.
5. The driver log/manifest on the MDT must be able to scroll through as many trips as necessary for the driver's daily route.
6. Record a pick-up, boarding and departure of passengers, flag a no show, input fare data, record drop off time, and pick up time.
7. Record pre-trip/post-trip information.
8. Integrated mapping and turn-by-turn navigation.
9. MDT screen must be locked and not useable while in motion.
10. MDT mounting hardware must not pose a safety hazard to the driver and passengers, and must be installed to minimize exposure to the elements. Mounts must be heavy-duty to withstand bumps and vibrations on rough roadways.
11. Ability to format on-site in the event of a purchase of a new terminal.

Please review and certify that you or your firm is able to substantially meet or exceed the above C. Mobile Data Terminals Requirements, Items 1 - 10.

D. Payment Solution Requirements

The Authority currently maintains a system in which customers/riders purchase passes/punch cards via cash, check, our website, or HopThru – a mobile fare payment app. Benzie Transportation Authority desires a solution that would replace the current system with a digital account-based system that enhances efficiency, reduces cost, and offers customers convenience.

The Vendor is required to provide a general description of the payment product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall payment acceptance product.
2. Describe if the solution requires any specific internet browser, version, and if any plug-ins or browser extensions are required such as Silverlight, Java, and .NET.
3. Describe components of the solution that are industry standards versus being proprietary to the Vendor.

4. Describe how the system would support the Authority's desire to replace the current system.
5. Describe mobile software to support use of the product via a mobile device.
6. Describe customer self-service functionality to provide an online portal for customers.
7. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a) Reason that this product is a third-party product versus being part of the software Vendor's solution.
 - b) Extent to which this third-party product is integrated with the Vendor's solution.
 - c) If third -party product requires a separate agreement between that party and the county
8. List any and all costs to the Authority and end-user specific to the payment product and utilization of any electronic payment method.
9. Describe adherence to PCI compliance regarding any end user credit card payment.

Please review and certify that you or your firm are able to substantially meet or exceed the above D. Payment Solution Requirements, Items 1 - 9.

E. Reports/ Auditing Requirements

Software must include the following reporting capabilities:

1. Generate reports based on pre-trip/post-trip records, passenger and vehicle trip data, passenger fare transactions, cash over/short, driver log validation, vehicle fuel usage data, maintenance schedules and history, and incident/accident reports.
2. Offer templates for required Federal and State reports including National Transit Database (NTD) Report and Michigan Department of Transportation (MDOT) Operating Assistance Report.
3. Offer various billing options, including hourly, fare-based, or group-rate contracts, delinquent accounts, service fees, and the ability to customize bills.
4. Printed reports for drivers must have the following minimum requirements: passenger's name, pick up and drop off address, date, time, time of pick up and approximate time of drop off, passenger type, payment type, misc. column for notes, start and end mileage, driver's name, place for drivers signature, vehicle number, date, empty space for write in of actual pick up and drop off times, place for fares, fuel added, and oil added.
5. Software must be able to generate custom reports and add new reports as needed by transit staff without added cost.
6. All reports must be exportable to Microsoft Excel.

Please review and certify that you or your firm are able to substantially meet or exceed the above E. Reports / Auditing Requirements, Items 1 - 6.

F. Web Portal Technology

Software must include web portal technology that integrates with the dispatch software and allows individuals and groups to request rides for approval by Dispatch. At a minimum, the web portal must include the following features:

1. Individual user login.
2. Allows users to schedule trip reservations by date and time.
3. Allows users to schedule initial and return trips.
4. Accept passenger information (e.g. uses wheelchair or walker, carries portable oxygen, or is visually impaired) and if a personal attendant is going on the trip.
5. Allows users to search for addresses.
6. Allows users to confirm trip details before submission.
7. Notify dispatchers/schedulers of a pending ride request within 5 minutes.
8. Allow users to be notified of approvals, denials, or modifications.
9. Notify dispatchers/schedulers of fare collected and method of payment (e.g., cash, check, credit card, or pass).
10. Allow users to generate reports showing all submitted ride requests by location or user.
11. Allow third parties to schedule rides for another passenger, with permissions

Please review and certify that you or your firm is able to substantially meet or exceed the above F. Web Portal Technology Requirements, Items 1 - 11.

Customer Service Requirements

1. Vendor is responsible for supplying up to date maps on an as needed basis at a minimum semi-annually.
2. Offer comprehensive service plan for MDT's.
3. Offer 24/7/365 technical support via phone or email.
4. Vendor shall provide on-site training prior to the go live date.
5. Vendor shall be on-site for the first week of implementation
6. Vendor must provide ongoing training and updates

Please review and certify that you or your firm are able to substantially meet or exceed the above G. Customer Service Requirements, Items 1 -3.

G. Mobility On Demand Application

Benzie Transportation Authority desires an on-demand phone application that would provide real-time vehicle location, allow riders to request trips, reduces wait times, and offers customers convenience.

The Vendor is required to provide a general description of the mobility on demand product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items/features:

1. Compatibility with both Android and IOS
2. Application must be available for free download on Apple iTunes and Google Play
3. Allow users to search for and book rides
4. Display real-time vehicle locations and arrival predictions
5. Provide number of seats available on the vehicle/and or match with the vehicle that can accommodate requested capacity
6. Ability to request specific vehicle (e.g. wheelchair accessible)

Section 4: Bidder Information and Acceptance

1. The undersigned declares that the RFP Documents, including, without limitation, any RFP Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of **RFP-2020-01-BTA – Dispatch Scheduling/software**
3. The undersigned has reviewed the RFP Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a Prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by BTA, will be the basis for the Bidder to enter into a contract with BTA in accordance with the intent of the RFP Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the terms, conditions, certifications, and requirements listed in Section 6.
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
8. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition.
9. Patent indemnity: Vendors who do business with BTA shall hold its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to BTA, prior to award, and shall include an insurance certificate and additional insured certificate, naming BTA, which meets the minimum insurance requirements, as stated in the terms and conditions.

Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other:
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		
Federal Tax ID Number:		Dun & Bradstreet (D&B) Number (if applicable):
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established:		
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 60 days.		
Signature:		
Name and Title of Signer:		
Date:		

***Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.5: Insurance Requirements.**

References

Provide a minimum of three (3) references for projects or services of similar scope within the past (5) five years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Project/ Services:	
Estimated Contract Value:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Project/ Services:	
Estimated Contract Value:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Project/ Services:	

Estimated Contract Value:

Procurement Schedule

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Selection of bidders within "Competitive Range"	4/27/2020
Oral interviews/discussions and clarifications	5/4/2020
Final evaluation & contract Awarded	5/8/2020
Tentative Start-up	7/15/2020

5.2 Certificate of Compliance with Public Act of 517 of 2012

I certify that neither _____(Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company:
By:
Title:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

5.3 Acknowledgement of Federal Clauses

Please review, sign and submit the attached Materials and Supplies More Than \$150,000 1-12 or via the following link: <https://mdotjboss.state.mi.us/webforms/GetDocument.htm?fileName=3165.pdf>

5.4

Completed ?	Item Description
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	Bidder Responses
	Attachments
	Company Profile with w-9 and Certificate of Insurance
	References
	Certificate of Compliance with Public Act 517 of 2012
	Acknowledgement of Federal Clauses
	Proposed Submission Checklist
	Addendum Signature Page
	Separate Sealed Envelope - Attachment A - Pricing Proposal

5.5 Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:
Printed Name of Authorized Representative:
Title:
Date:

General Terms and Conditions

5.6.1 Benzie Transportation Authority Responsibility

BTA is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

5.6.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for the proposal to be rejected as non-responsive.

5.6.3 Proposer's Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 4:00 p.m. EDT (Eastern Daylight Time) no later than Monday, February 3rd, 4 p.m. EST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP and posted on BTA's website at Benziebus.com.

When submitting questions, please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. BTA reserves the right to group similar questions when providing answers. Questions should be emailed to:

Email address: bill@benziebus.com

BTA may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

5.6.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 60 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

Section 1.0 – Bid Responses to Scope of Services and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the boxes provided.

Section 2.0 – Bidder Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

Attachment A – Pricing Proposal – The Proposer will be required to complete and submit the attached Attachment A in a **separate sealed envelope**.

Responses in Section 1 should be entered in the "Proposer Response" text boxes. There is no requirement or limitation on the amount of words for your responses.

5.6.5 Bid Submission Deadline

The deadline for bid receipt is: Friday, February 21, 2020 5:00 PM EST (the "Due Date").

1. Submit your bid response no later than **5:00 p.m., local time, on Friday, February 21, 2020, as follows:**
 - A complete original (marked as such);
 - Three (3) exact duplicate copies for distribution to the Evaluation Committee; and
 - One (1) electronic version in Adobe Reader PDF format on flash drive or CD.BTA has no obligation to consider any proposal that is not timely received.
2. Bidders are responsible for assuring that the following identifying information appears on the outside of your sealed envelope:
 - Request for Proposal # 2020 - 01-BTA – Dispatch Scheduling/software
 - Company name, phone number & address
3. Submit bid response to the following address: BTA, 14150 US Highway 31, Beulah, MI 49617
No bid responses submitted via fax or email will be accepted.

5.6.6 Adherence to Mandatory Requirements (Pass/Fail)

BTA Executive Director or his designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. BTA may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

5.6.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. BTA may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

- A. BTA may use other sources of information to perform the evaluation.
- B. BTA may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is most advantageous to BTA, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, BTA and the prospective supplier(s) will negotiate a third party contract

5.6.8 Evaluation Criteria

11. Pricing (Attachment A) – 35 points
12. Evaluation Factors for Scope of Services (Section 3 Tech. Requirements) – 30 points
13. Launch Plan, timing, support & training 15 points
14. References (Section 4) – 10 points
15. Company Profile (Section 4) – 5 points
16. Creativity & Presentation -5 points

The evaluation criteria are listed in order of importance. Price will be evaluated using the formula: lowest proposal price divided by the price being evaluated times available points. Firms in a competitive range may be interviewed in person, by live video or by conference call. The original scoring of the non-price criteria may be modified based on the results of the interview. The BTA reserves the right to award to other than the lowest price proposal and to award to the proposal representing the Best Value.

BTA intends to negotiate a contract with the company selected. This RFP in no way obligates the BTA to enter into an agreement.

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. All bids will be reviewed and the recommendation for a selection will be made to the BTA Board of Directors. The Board of Directors will grant final approval.

The BTA Board may make a determination that the rejection of all proposals for sound documentable, business reasons. BTA will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder. The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from BTA. The successful bidder will perform all services indicated in the proposal packet in compliance with the negotiated contract. If bidder is unable to meet launch target timing; 1 pt. will be deducted from each week deficient on the Score Sheet.

The contents of this RFP and the quotation will become contractual obligations if a contract ensues. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

5.6.9 Optional Tools to Enhance Evaluation Process

BTA during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to BTA:

- Oral Presentation (Interview)
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

5.6.10 BTA Option to Reject Proposals

BTA may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP for sound, documentable, business reasons. BTA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. BTA reserves the right to waive inconsequential disparities in a submitted proposal.

5.6.11 Freedom of Information Act

BTA shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless BTA for any liability arising from or in connection with Livingston County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

5.6.12 Pre-award Protest Procedure

Protests about the proposal specifications or procedure must be submitted in writing. The pre-award protest must be received by the BTA, 14150 US Highway 31, Beulah, MI 49617. Protests about solicitation specifications or processes must be received ten (10) business days before the proposal due date.

5.6.13 Proposal Award Protest Procedure

Protests about the proposal award must be in writing. This written protest must be received by the BTA 14150 US Highway 31, Beulah, MI 49617. Post award protests must be received by the BTA no later than five (5) business days after notification to all proposers of the contract award decision.

The written protest must identify the protesting party, clearly define the decision or process being protested and the reason(s) for the protest, and the relief desired of BTA.

The BTA director or her/his designee will review the written protest and provide a written decision to the protestor within ten (10) business days of receiving the protest.

The protestor can appeal the BTA Executive Director's or her/his designee's decision to the BTA Board. That appeal must be filed with the BTA Executive Director or her/his designee within 10 business days of the director's or her/his designee's decision. The BTA Board decision on the appeal will be final.

All protests will be forwarded to the MDOT Office of Passenger Transportation.

5.6.14 Contacts with BTA Personnel

All contact with BTA for this RFP or any matter relating thereto must be in writing via e-mail to:

Email address: bill@benziebus.com

If it is discovered that a Proposer contacted and received information regarding this solicitation from any BTA personnel other than the Executive Director, BTA, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Executive Director in writing will be binding with respect to this RFP.

5.6.15 Final Agreement Award Determination

BTA reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of BTA.

5.6.16 Changes and Addenda to Proposal Documents

Each change or addendum issued in relation to this RFP will be online. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the proposal document. No award will be made to any vendor who fails to submit the Addendum Signature Page(s), if applicable.

5.6.17 Reservation of Rights

The BTA Board reserves the right to reject any and all bids for sound, documentable, business reasons, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general, to make award in the manner as determined to be in the Board's best interest and its sole discretion.

5.6.18 Withdrawal of Proposal

Prior to the stated proposal deadline, proposals may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the proposal. No proposal may be withdrawn for at least 120 days after submission deadline except the successful company whose prices shall remain firm for the entire contract period. In case of error by the proposer in making up a proposal, the Executive Director, by his discretion, reject such a proposal upon presentation of a letter by the proposer which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

Taxes & Payment Terms

BTA is exempt from Federal Excise and State Sales Tax. The BTA's tax number is 20-5411834. Contractor is required to pay all applicable taxes lawfully assessed in connection with its performance of this Contract.

Equal Employment Opportunity

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relates to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Nondiscrimination

The Contractor, its contractors and subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this Section shall be regarded as a material breach of the contract.

Governing Law and Venue

The Contractor shall be governed by the laws of the State of Michigan. In the event any actions arising under the Contract are brought by or against the BTA, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under the Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

Compliance with Laws and Regulations

The Contractor shall render the services required by this RFP in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

Advertising

Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the BTA. The BTA shall not unreasonably withhold permission.

Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the Executive Director. In no case; however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Executive Director. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the BTA and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the BTA.

The contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the contract, independent contractors and not employees of the BTA. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of the contract be entitled to any benefit to which county employees are entitled; including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

Attachment A – Pricing Proposal

Vendor Name:	
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Vendor Instructions: Please complete the below tables and submit in a separate sealed envelope.

1. **All Functional Requirements:** Please complete the below table.

Description	Proposed Cost	
All Functional Requirements Deliverable Description Items A-G (Section 1.3)		

2. **Software Renewal:** Please complete the below table.

Software Renewal	Year 1	Year 2	Year 3	Year 4	Year 5
Proposed Cost					

3. **Replacement Mobile Data Terminal (MDT's) or Tablets:** Please complete the below table.

Item	Proposed Model	Additional Units	Replacement Cost	Installation Cost (if applicable)
MDT				

4. **Warranty:** Please attach any documentation specific to the warranty offered.

Item	Initial Term	Coverage Highlights	Optional Extension Term	Optional Warranty Extension Cost
Warranty				

5. Total Pricing will be calculated as a sum of 3 year total costing proposed per the elements identified above.

Attachment B Scoresheet

Scoresheet

Evaluation Factors for Scope of Services (30 pts)	
Section 3 - Technical Requirements	
Launch Plan, support & training (15 pts)	
Company Profile (5 pts.)	
References (10 pts.)	
Pricing (35 pts.)	
Creativity & Presentation (5 pts.)	
Total Score	
Vendor Name: _____	