



Birmingham Regional Paratransit Consortium
d.b.a. Central Alabama Specialized Transit (ClasTran)

Request for Proposals for Paratransit Services Providers and/or Operators

Issue Date: July 1, 2011

Schedule: Written questions due by: 5:00 p.m. (CDST),
Friday, July 15, 2011

Pre-proposal Meeting: None

Proposals will be received until 5:00 p.m. (CDST),
Friday, August 5, 2011

Open Bids: 2:00 p.m. (CDST)
Monday August 8, 2011

Submission Instructions:

One (1) original plus four (4) copies (5 copies total) of the submittal must be returned in a sealed envelope, and be clearly marked "ClasTran RFP"

Contact: All inquiries regarding this Request for Proposals should be directed to:

Fenn Church
P.O. Box 10386
Birmingham, AL 35202
or e-mail:
fchurch@ClasTran.com

SUBMITTALS SHOULD BE MAILED OR HAND DELIVERED TO:

Mr. Fenn Church, Executive Director
Birmingham Regional Paratransit Consortium dba ClasTran
Mailing Address: P.O. Box 10386; Birmingham, AL 35202
Delivery Address: 2121 8th Avenue North, 11th Floor, Birmingham, AL 35203

No proposal shall be received by facsimile or via electronic mail.

Contract term: October 1, 2011 – September 30, 2015

No Pre-proposal meeting for this RFP will be held. To obtain a copy of the RFP, please contact Fenn Church at fchurch@ClasTran.com.

Written questions should be submitted to fehurch@clastran.com or ClasTran P.O. Box 10386, Birmingham, AL 35202 on or by **5:00 p.m. (CDST), Friday, July 15, 2011**. ClasTran staff will not respond to verbal questions or meeting requests regarding this RFP.

The purpose of this request for proposals is to solicit one or more third-party contractors (herein referred to as the “RESPONDENT” or “SERVICE PROVIDER”) who will provide direct transportation services, including paratransit services, for the Birmingham Regional Paratransit Consortium, a not-for-profit paratransit organization doing business as (d.b.a.) ClasTran. Direct transportation services, including paratransit services, may consist of dedicated and non-dedicated vehicles. These services are further defined and clarified to consist of operational services. Operational Services are those services to be carried out by transportation service providers on ClasTran’s behalf. At a minimum, Operational Services shall include:

- Provision of vehicle fleet
- Operations and maintenance of vehicle fleet including ClasTran owned vehicles
- Communication and Dispatch
- Reporting

Interested respondents are encouraged to submit their initial proposals as comprehensively as possible because written proposals will likely be considered without interviews. In addition to the written proposals, RESPONDENTS must submit a detailed cost estimate including the provider’s **base per hour rate** for services utilizing ClasTran owned and Provider owned vehicles. Please also include a proposed **Fuel Surcharge**. The current fuel surcharge uses a base cost of regular unleaded (or diesel if using a diesel vehicle) and a usage rate equal to X gallons per hour. The difference between the base price and the average price of fuel (the month ago average price for the Birmingham Metro Area listed on www.fuelgaugereport.com) multiplied by the usage rate determines the fuel surcharge per hour and is added on to or subtracted from the base per hour rate. If you have questions regarding the fuel surcharge, please submit them in writing via e-mail or regular mail at the addresses listed on the cover sheet.

The response to this RFP is not confidential and is a matter of public record. Neither a proposal response in its entirety, nor cost estimates, will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

No proposals shall be received by facsimile or via e-mail. Proposals may not be withdrawn after the time for proposals to be opened has passed. All proposals must remain in effect for 180 days from the date of response. Proposals that take exception to the specifications and which do not provide a complete response will be considered non-responsive and will be rejected. A submission of a proposal does not bind ClasTran, in any way, either to enter into a contractual agreement or to negotiate for professional services described herein ClasTran shall not be liable for any costs incurred by the RESPONDENT prior to the issuance of a contract.

Proposers may bid on some or all of the routes. The particular routes and vehicle requirements are attached to the RFP as Attachment G. ClasTran reserves the right to accept any proposal or proposals considered to be in its best interest. Awards will be made to the responsible offeror(s) whose proposal is most advantageous to ClasTran’s program, with price and other factors considered as indicated in Section 4.0 of the RFP. ClasTran also reserves the right to reject any or all proposals for any reason. In the event that ClasTran rejects all proposals because it deems them to be unreasonable or unsatisfactory based on ClasTran’s estimated budget, and/or offerors’ proposed costs, and/or due to incomplete service and/or route coverage, and/or due to other factors, ClasTran may, at its option, re-solicit proposals, or, if ClasTran determines in its judgment that re-solicitation will not cure the inadequacy of the proposals, ClasTran reserves the right to enter into negotiations with any responsible offerors whose proposals, as submitted, are determined by ClasTran to be within a competitive range for award. The “competitive range” shall be determined by ClasTran based on its evaluation of each proposer’s rates, inventory, prior experience, qualifications, and other factors identified in the RFP solicitation. The solicitation or negotiation process may result in an “award” to more than one vendor.

Additionally, should ClasTran reject fewer than all proposals and this result in a potential gap in the provision of services for a particular route or routes, ClasTran may negotiate with remaining proposers to fill the void in transportation services coverage. Should these negotiations either not occur or prove unsuccessful, ClasTran at its option may cancel the entire solicitation and re-issue a request for proposals for all routes or “award” the routes addressed in the procurement to the remaining responsible offeror or offerors and re-issue a solicitation solely for that portion of the routes not covered in the initial procurement.

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Section 1.0 General Information

The Birmingham Regional Paratransit Consortium was incorporated in 1996 as Central Alabama Specialized Transit, also known as ClasTran, "to coordinate and oversee the provision of paratransit service in the Birmingham area in order to improve the cost efficiency, increase the quantity and improve the quality of paratransit service." The development of ClasTran was the result of regional and community planning efforts with support from the Alabama Department of Transportation. Funding for the Consortium comes from a variety of areas including Federal Transit Administration (FTA) Urbanized and Non-urbanized funds, local county commissions, local municipalities, local social service agencies, and fare revenue. The Consortium coordinates, brokers, and/or provides area wide, coordinated social service and rural transportation services

ClasTran currently provides FTA Section 5310 - Elderly and Disabled specialized demand response transit services - within Jefferson and Shelby Counties. In addition, ClasTran provides FTA Section 5311 – Rural Transit services - in the rural portions of Jefferson and Shelby Counties. ClasTran also administers and operates the Walker County Section 5311 program under agreement with the Walker County Commission. Figure 1 illustrates the ClasTran service area.

Objective

The selected RESPONDENT shall be responsible for providing direct general public and paratransit transportation services, either through dedicated or non-dedicated vehicles, under the direction of ClasTran, for Elderly and Disabled individuals, and a rural transit program for Jefferson and Shelby Counties, both of which are located in the Central Alabama region. At the present time, ClasTran provides Section 5310 general public and paratransit and Section 5311 demand responsive general public and rural transportation services in Jefferson and Shelby Counties. These programs comply with Federal Transit Administration, Alabama Department of Transportation, and Birmingham Jefferson County Transit Authority regulations practices and policies relative to a pass through of federal funds for a public and coordinated social service agency transportation project.

In addition to the services provided in Jefferson and Shelby Counties, ClasTran, under a separate agreement with the Walker County Commission, provides rural public transit services as that county's FTA Section 5311 non-urbanized public transportation operator. Within Walker County, ClasTran provides deviated fixed route service in the City of Jasper and demand response service to the County's many cities on differing days-of the week.

COORDINATED SOCIAL SERVICE TRANSPORTATION PLAN

ClasTran may award a contract based upon evaluation of the initial proposals received, without any discussions or negotiations. Therefore, proposals should represent the proposer's best offer for a base per hour rate utilizing Provider owned vehicles and a rate for services utilizing ClasTran owned vehicles as well as a proposed fuel surcharge.

ClasTran reserves the right to reject any or all proposals and to waive any informalities or minor irregularities in proposals received.

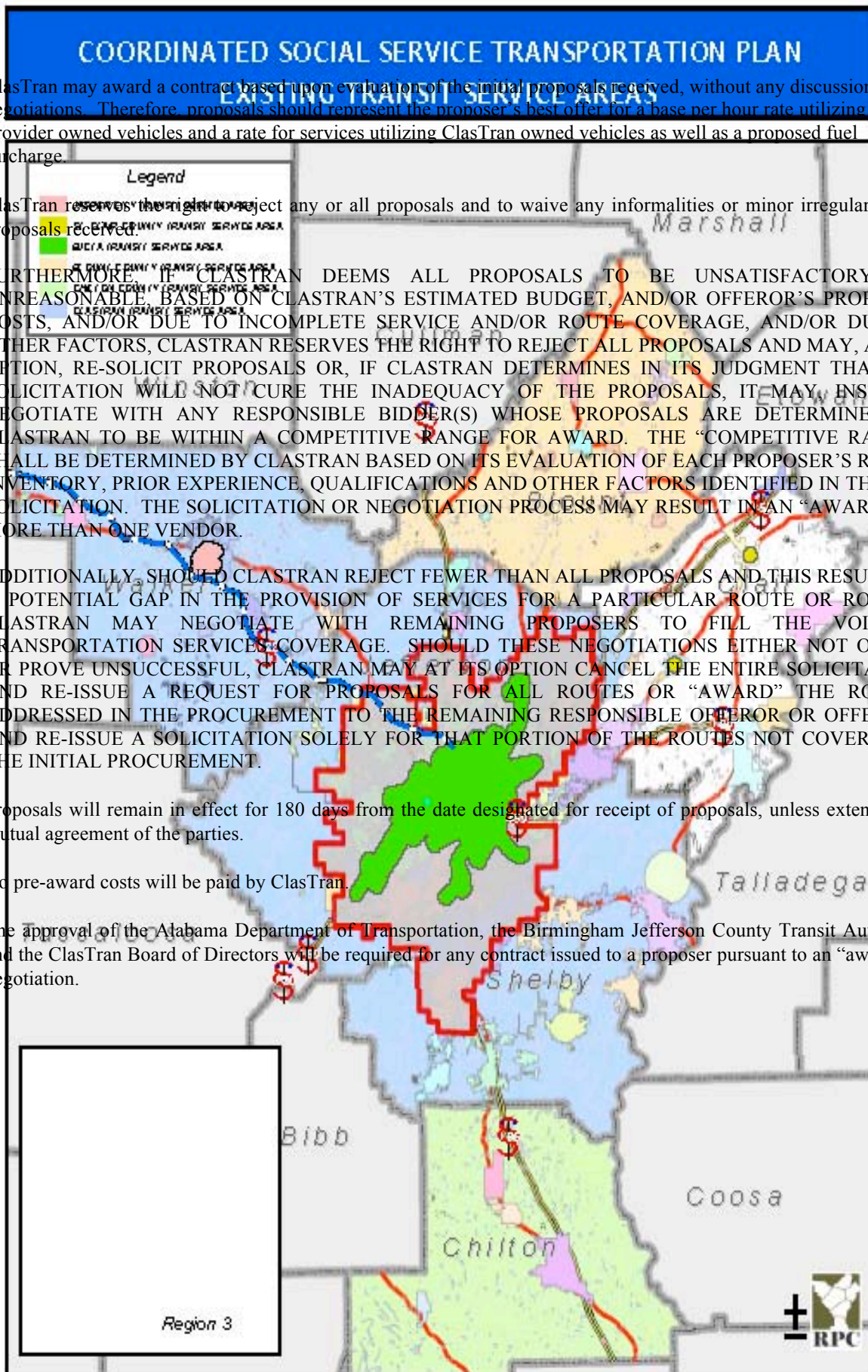
FURTHERMORE, IF CLASTRAN DEEMS ALL PROPOSALS TO BE UNSATISFACTORY, OR UNREASONABLE, BASED ON CLASTRAN'S ESTIMATED BUDGET, AND/OR OFFEROR'S PROPOSED COSTS, AND/OR DUE TO INCOMPLETE SERVICE AND/OR ROUTE COVERAGE, AND/OR DUE TO OTHER FACTORS, CLASTRAN RESERVES THE RIGHT TO REJECT ALL PROPOSALS AND MAY, AT ITS OPTION, RE-SOLICIT PROPOSALS OR, IF CLASTRAN DETERMINES IN ITS JUDGMENT THAT RE-SOLICITATION WILL NOT CURE THE INADEQUACY OF THE PROPOSALS, IT MAY, INSTEAD, NEGOTIATE WITH ANY RESPONSIBLE BIDDER(S) WHOSE PROPOSALS ARE DETERMINED BY CLASTRAN TO BE WITHIN A COMPETITIVE RANGE FOR AWARD. THE "COMPETITIVE RANGE" SHALL BE DETERMINED BY CLASTRAN BASED ON ITS EVALUATION OF EACH PROPOSER'S RATES, INVENTORY, PRIOR EXPERIENCE, QUALIFICATIONS AND OTHER FACTORS IDENTIFIED IN THE RFP SOLICITATION. THE SOLICITATION OR NEGOTIATION PROCESS MAY RESULT IN AN "AWARD" TO MORE THAN ONE VENDOR.

ADDITIONALLY, SHOULD CLASTRAN REJECT FEWER THAN ALL PROPOSALS AND THIS RESULT IN A POTENTIAL GAP IN THE PROVISION OF SERVICES FOR A PARTICULAR ROUTE OR ROUTES, CLASTRAN MAY NEGOTIATE WITH REMAINING PROPOSERS TO FILL THE VOID IN TRANSPORTATION SERVICES COVERAGE. SHOULD THESE NEGOTIATIONS EITHER NOT OCCUR OR PROVE UNSUCCESSFUL, CLASTRAN MAY AT ITS OPTION CANCEL THE ENTIRE SOLICITATION AND RE-ISSUE A REQUEST FOR PROPOSALS FOR ALL ROUTES OR "AWARD" THE ROUTES ADDRESSED IN THE PROCUREMENT TO THE REMAINING RESPONSIBLE OFFEROR OR OFFERORS AND RE-ISSUE A SOLICITATION SOLELY FOR THAT PORTION OF THE ROUTES NOT COVERED IN THE INITIAL PROCUREMENT.

Proposals will remain in effect for 180 days from the date designated for receipt of proposals, unless extended by mutual agreement of the parties.

No pre-award costs will be paid by ClasTran.

The approval of the Alabama Department of Transportation, the Birmingham Jefferson County Transit Authority, and the ClasTran Board of Directors will be required for any contract issued to a proposer pursuant to an "award" or negotiation.



Section 2.0 Instructions for Written Proposals

Preparation of Proposals – Because it is the desire of the ClasTran Board of Directors to secure the best possible operational services, RESPONDENTS are encouraged to submit their initial proposals as comprehensively as possible because proposals will likely be ranked without interviews. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.

It is the responsibility of all RESPONDENTS to examine the entire Request for Proposals package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

Please refer to the first page of this document for submission instructions.

The response to this RFP is not confidential and is a matter of public record. Neither a proposal response in its entirety, nor cost estimates, will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

No proposals shall be received by facsimile or via e-mail. Proposals may not be withdrawn after the time for proposals to be opened has passed. All proposals must remain in effect for 180 days from the date of response. Proposals that take exception to the specifications and which do not provide a complete response will be considered non-responsive and will be rejected. A submission of a proposal does not bind ClasTran, in any way, either to enter into contractual agreement, or to negotiate for the professional services described herein. ClasTran shall not be liable for any costs incurred by the Service Provider prior to the issuance of a contract. ClasTran also reserves the right to accept any proposal considered to be in its best interest. Awards will be made to the responsible offeror(s) whose proposal is most advantageous to ClasTran's program, with price and other factors considered as indicated in Section 4.0 of the RFP.

Required Information - The following items shall be submitted with each proposal. Failure to include ANY of these items may result in a proposal being rejected. Written Proposals: The proposals shall be arranged in the order described below, and shall adhere to the length standards as specified.

2.1 Cover Letter: A cover letter from a principal in the company submitting the proposal on behalf of their company or consortium. The cover letter shall include:

- A letter of introduction (limit to one (1) page)
- Business Organization - State the full company name, address, telephone numbers, fax numbers, and e-mail addresses of the persons who will be authorized to represent the RESPONDENT regarding all matters related to the proposal and any contract subsequently awarded to the RESPONDENT.
- Indicate whether you operate as an individual, partnership, limited liability company, or corporation; and if incorporated, include the state in which you are incorporated
- Indicate that the RESPONDENT is not party to an outstanding lawsuit involving the Birmingham Regional Paratransit Consortium, the Regional Planning Commission of Greater Birmingham, the Birmingham Metropolitan Planning Organization, or the Alabama Department of Transportation.

This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal.

By submitting a proposal pursuant to this RFP and executing the cover letter, each RESPONDENT acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail, express delivery, or delivered in person.

- 2.2 Executive Summary -The Executive Summary will describe your general understanding of the project and your approach to accomplishing the tasks. Tasks and sub-tasks should be discussed generally and a description of deliverables included. Also identify coordination efforts and state what products or reports are to be presented for review following each major task.
- 2.3 Staffing - A summary of the proposed management and administrative staffing will be included with the proposal. The summary should identify the individuals responsible for completing all major tasks as identified in the Scope of Work. If possible please include an organizational chart showing the company's managerial structure.
- 2.4 Staff Qualifications -The resumes of the RESPONDENTS' proposed management and administrative team should be included in the proposal. Resumes should indicate that the proposed staff is knowledgeable and has experience in the areas of expertise needed to provide management and oversight of general public and paratransit service operations, monitoring, and reporting.
- 2.5 Inventory of Equipment - The RESPONDENTS should include an inventory of all vehicles that are proposed to be used to provide general public and paratransit services. At a minimum, the inventory shall include: Vehicle Type, Year, Make, Model, and Mileage. Additionally, the RESPONDENTS should indicate whether the vehicle is lift or ramp equipped.
- 2.6 Availability - The proposal must indicate the number of vehicles that will be made available to provide services. The statement of availability must also indicate when each RESPONDENT will be available to start receiving service requests from ClasTran.
- 2.7 Prior Experience - Prior experience in similar operations and/or projects is important for any RESPONDENT to successfully operate coordinated transit services. Proposals should include project descriptions, samples of qualifying experiences, outputs and outcomes.
- 2.8 Driver Training and Selection Plan – Please indicate how the RESPONDENT selects and trains drivers. All drivers must have a valid drivers license, be at least 21 yrs old, have a high school diploma or equivalent, be a United States Citizen, pass a pre-employment DOT physical and DOT drug and alcohol test, pass a criminal background check (no felony convictions, drug or alcohol convictions, child abuse convictions, sexual offenses, or assault convictions), have a clean MVR (no major convictions and no more than two minor convictions in the last three years or one at fault accident). Drivers are expected to be trained on safe driving, client sensitivity, wheel chair tie down, ADA law, and drug and alcohol abuse. RESPONDENT is expected to employ drivers that meet the standards recommended by its insurance provider and ClasTran. RESPONDENT must be an equal opportunity employer.
- 2.9 References -The proposal shall include a minimum of three (3) references for each RESPONDENT. All references should identify references for which the RESPONDENT provided similar transportation services, naming the firm(s) with whom the RESPONDENT provided transportation services, a contact person, telephone number, and an e-mail address.
- 2.10 Cost - should be based on the actual cost to provide the services identified in the Scope of Work. A statement of the RESPONDENT'S overhead and administrative cost expressed as a percentage of the direct labor for the last fiscal year should be included. Also, state the RESPONDENT'S labor additive/fringe benefits, expressed as a percentage of the direct labor for the last fiscal year. If the labor additive is included in the overhead calculation, such a statement should be included. **ClasTran will not pay overtime charges; rate should be based on first pickup to last drop off.** Driver, insurance, and maintenance costs should be identified separately. These costs may be included in the RESPONDENT'S final hourly rates.

Costs should be presented in the following categories

- Direct Labor
 - Management
 - Administrative
 - Drivers
 - Mechanics
- Overhead/Indirect Costs
- Direct Expenses i.e. fuel, insurance, vehicle maintenance (excludes mechanics directly employed by the Service Provider)
- Materials
- Profit (limited to 10%)

All RESPONDENTS must certify that they are licensed to operate in the State of Alabama and the City of Birmingham

RESPONDENTS must include a copy of their latest, published audit or Certified Financial Statement. Please include any pending controversy (i.e. legal disputes). If none exist, a statement to that effect should be included.

- 2.11 Proof of Insurance – All ClasTran PROVIDERS must have at a minimum, \$1,000,000.00 of General Liability and Auto Liability Coverage.
- 2.12 Attachments - The proposal shall contain an executed and notarized copy of Attachment C - Fair Employment Practice Statement, and Attachment D - Contingent Fees Statement. The Original shall be included with the original proposal, and copies shall be included in the remaining 4 copies of the proposal

Section 3.0 Scope of Service

SERVICE MODEL

ClasTran operates 38 demand response general public routes in Jefferson and Shelby Counties. ClasTran operates 1 deviated fixed route and one demand response route in Walker County. Each route averages approximately 7-8 hrs per day plus 1 hour for lunch and breaks. A more detailed breakdown of the start and end time for each route may be obtained upon request. Each route will operate Monday through Friday except for New Years Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Routes that service senior centers may be closed on additional days depending on the senior center schedule. Attachment G gives a breakdown of the routes and the vehicle type required. Attachment G also notes if the vehicle is ClasTran owned or SERVICE PROVIDER owned. Proposers may bid on some or all routes. This may result in an award to one or more than one vendor. The ClasTran total estimated annual budget for FY2012 is \$4.5million and is dependent on local match provided by Jefferson, Shelby, and Walker County Commissions, as well as local municipalities. FTA 5310 funding must be approved by the Birmingham Metropolitan Planning Organization

Services provided by ClasTran are by advance reservations only, following the “shared ride” model.

ClasTran shall provide for general public and paratransit trips by contracting with private companies, hereinafter identified as SERVICE PROVIDERS.

SERVICE PROVIDERS are responsible for drivers, driver training, and communication with ClasTran on scheduling issues and same-day changes, providing and maintaining vehicles, insuring PROVIDER owned and ClasTran owned vehicles and any other tasks assigned by ClasTran to deliver service.

With prior written approval from ClasTran, the SERVICE PROVIDERS may subcontract aspects of their operations or form consortia for them (e.g. insurance, training) to achieve higher quality or more economical services.

3.1 GENERAL SERVICE SPECIFICATIONS

The service provided by the SERVICE PROVIDERS shall meet the paratransit requirements of the ADA as outlined by the State of Alabama Department of Transportation and the Federal Transit Administration.

The basic service area shall be defined as the entirety of the area within Jefferson and Shelby Counties urbanized areas that is beyond the Birmingham-Jefferson County Transit Authority’s VIP Paratransit service area ($\frac{3}{4}$ miles on either side of a MAX Bus Transit route during its days and hours of operation) and the entirety of Shelby County, Alabama (Figure 1).

ClasTran’s services operate from 6:00 am to 6:00 pm, Monday through Friday.

Service shall comply with the ADA and with applicable state and local laws and regulations. In addition, the service shall comply with policies adopted by the Birmingham Regional Paratransit Consortium, including driver and passenger responsibilities, reservation hours, on-time window, fares, and many other requirements. Most rider policies are referenced in Appendix 1, the Riders Handbook.

The ADA, in general terms, describes minimal service levels and obligations required of any SERVICE PROVIDER. However, the Birmingham Regional Paratransit Consortium may direct the SERVICE PROVIDER to provide additional contract service that may or may not be required to conform to the requirements of the ADA.

3.2 TASKS AND RESPONSIBILITIES

Service Provider Responsibilities

Services provided by the SERVICE PROVIDERS shall meet the requirements of the ADA and all applicable local, state, and federal laws and regulations; and they shall comply with ClasTran policies, including, but not limited to those identified in the “Riders Guide.”

Task 1: Provide and Operate Fleet

SERVICE PROVIDERS have the option of providing dedicated or non-dedicated vehicles to be used for ClasTran service. All SERVICE PROVIDERS, regardless of whether or not they are providing dedicated or non-dedicated vehicles, shall meet the specifications below. SERVICE PROVIDERS shall be responsible for licensing, maintenance, and all other activities necessary to operate the paratransit fleet.

The dedicated vehicle fleet may consist of three types of vehicles: Low-floor Cutaway Buses, Lift equipped “Cutaway” Chassis Buses, and Modified 15-passenger Vans. Non-dedicated vehicles may be one of the three vehicle types previously identified or consist of a taxi-type vehicle. At the onset of this contract, the SERVICE PROVIDER must have at a minimum, the type of vehicle required for each route the PROVIDER bids on, unless it is specified that the PROVIDER plans on operating a ClasTran owned vehicle on a particular route. Attachment G, entitled “Vehicle Configuration Required for Each Route”, provides the vehicle configuration required for each route, as well as the ClasTran vehicle inventory, which is shown on the form entitled “List of ClasTran-Owned Vehicles”. The SERVICE PROVIDERS shall ensure that they maintain a 10% - 15% spare vehicle ratio, whether or not the vehicles are employed for service by ClasTran. Proposers may bid on some or all of the routes. This may result in an award to one or more than one vendor.

A. Vehicle Specifications

All vehicles shall meet the following general requirements, unless otherwise authorized by ClasTran’s Program Manager(s):

Vehicles must be ADA accessible.

- Meet all safety and mechanical standards established by County codes, State statutes and Federal regulations, if any and have passed all required inspections.
- Pass and display a current state vehicle inspection and shall at all times be in accordance with all Alabama Department of Public Safety and Alabama Department of Transportation inspection and maintenance requirements.
- Have operable air conditioning.
Be equipped with an operable ClasTran provided cell phone or two-way Nex-Tel type radio, which affords contact with the vehicle during all hours of operation.
- Display handicapped placards
- Be equipped with first aid kit, fire extinguisher, warning flares/triangles.
- Have signs posted which prohibit all smoking, drinking, eating, and audible playing of audio equipment.
- No advertising material shall be placed or posted on or inside dedicated vehicle unless authorized by ClasTran’s Program Manager. ClasTran may direct SERVICE PROVIDERS to post or distribute information about ClasTran or regional transportation programs in the vehicles.
- The use of air fresheners and scented cleaning agents is prohibited.

Taxicab Vehicles

Taxicab type vehicles are acceptable. Taxicab vehicles shall meet the Alabama Public Service Commission and

Alabama Department of Public Safety requirements for vehicles providing livery services. Vehicles provided by the SERVICE PROVIDER for disabled persons in wheelchairs shall have an attached wheelchair storage and transport accessory.

Task 2: Dispatch

The SERVICE PROVIDERS shall be responsible for the following tasks:

- Receive scheduled runs and manifests developed by ClasTran.
- Assign manifests to drivers.
- Provide driver manifests.
- Communicate staffing issues / problems to ClasTran in a timely manner.
- Turn in accurate completed manifests weekly.
- Fare reconciliation

Task 3: SERVICE PROVIDER Staff Requirements

The SERVICE PROVIDERS shall be responsible for providing sufficient numbers of qualified trained staff (drivers, dispatchers, road supervisors, and others) to perform the work assigned by ClasTran in accordance with the standards set by ClasTran.

A. Drivers and Other Employees--Qualifications

In order to ensure a safe reliable service, drivers for ClasTran must meet minimum qualifications. These standards shall, at a minimum, be included in contracts with Service Providers. ClasTran may include more stringent driver standards.

B. Drivers and Other Employees--Standards

In order to ensure that SERVICE PROVIDERS shall at all times provide safe, courteous and reliable service in accordance with all applicable laws, ordinances and regulations, the SERVICE PROVIDERS shall develop driver standards and eligibility requirements which shall be incorporated in any contracts between ClasTran and any SERVICE PROVIDER contracting for ClasTran paratransit services.

C. Criminal History Background Investigation

Before hiring or assigning a driver and/or subcontracted service provider to ClasTran service, SERVICE PROVIDERS shall be required to perform, or have performed, a criminal history background investigation using a process which includes the submission of applicant fingerprints to the Alabama Department of Public Safety. The criminal history background investigation shall address the concern that some job applicants may possess a history of one or more criminal convictions and that an applicant's criminal conviction background may render the applicant ineligible for employment as a driver providing ADA paratransit services to a vulnerable population, which includes disabled persons and the elderly. Certain criminal convictions, without more, may establish an impermissible nexus between the job applicant and the job classification of Paratransit Service Provider, for example:

- Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation, and prohibited sex acts.
- Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, carrying or use of a dangerous or deadly weapon, and like offenses.
- Crimes involving the sale, use, transportation of controlled substances, and/or operating a motor vehicle while under the influence of alcohol and/or controlled substances.
- Crimes involving dishonesty including, but not limited to, theft, fraud, perjury, embezzlement, extortion, burglary, robbery and like offenses.

The process used by the SERVICE PROVIDER for performing criminal history background investigations and the eligibility standards established for screening in or out job applicants based on criminal history shall be reviewed and approved by the ClasTran Program Manager(s).

D. Drug and Alcohol

SERVICE PROVIDERS under contract to ClasTran shall comply with the USDOT Drug and Alcohol Testing Regulations 49 CFR Part 40 and Part 655. This also includes all drivers subcontracted by any SERVICE PROVIDER. Drivers and other safety sensitive employees shall successfully pass an approved pre-employment drug and alcohol screening prior to being employed on active service with ClasTran.

E. Safe Driver

All drivers must be licensed drivers for a minimum of three (3) years. Each driver shall possess such licenses and permits as are required by the State of Alabama and the localities in which the vehicle will be operated for the classification of the vehicle to be assigned to the driver.

Unless authorized by the Program Manager(s), no driver shall be assigned, employed, or remain if said driver has had two or more moving traffic violations within the previous twelve months.

Unless authorized by the Program Manager(s), no individual whose license has been suspended will be employed or assigned as a driver unless two years have elapsed since the end of said suspension and the driver has had no more moving violations during the said two years.

Drivers shall not use cell phones for any reason, other than emergency calls, while the vehicle is in motion or while passengers are present.

F. Other Standards

- Driver shall have successfully completed the SERVICE PROVIDER'S training program.
- Driver shall read, write, speak and understand English and be at least 21 years old.
- While on duty, driver shall wear a nametag, name badge, or employee identification card that is visible at all times and which is typed in a sufficiently large font for easy reading.
- Driver shall refrain from wearing fragrances and scented personal toiletry products.
- Driver shall at all times maintain clean and neat clothing and use proper grooming and personal hygiene.
- Driver shall not be allowed to smoke, eat or drink in the vehicle. Drivers shall not be allowed to play loud music in the vehicle.

G. Staff Recruitment and Retention

SERVICE PROVIDERS shall have a program of recruitment and compensation which leads to the retention of qualified employees and/or subcontracted service contractors. In addition, the recruitment programs of the SERVICE PROVIDERS shall address the need to anticipate turnover and to recruit and train new staff and/or subcontracted service contractors in a timely fashion so that there is no reduction in service quality resulting from turnover.

H. Staff Training Program

SERVICE PROVIDERS are required to have in place, or to develop and implement, a training program that addresses all staff positions including drivers (direct and contract), dispatchers and road supervisors. The program shall be approved by ClasTran prior to implementation and be available for review at any time by ClasTran. The

training program shall include but not be limited to the following areas:

1. Job function proficiency
2. Operation of equipment
3. Driver training that meets Federal and State requirements for ADA service and vehicle type
4. ADA requirements
5. ClasTran policies
6. Disability and aging awareness and sensitivity
7. Diversity awareness and sensitivity, including cultural, racial, sexual orientation, age and gender
8. Recognizing and reporting sexual harassment

Task 4: Operating Requirements

A. Accident Procedures and Reporting

All SERVICE PROVIDERS are required to report accidents while performing services for ClasTran to ClasTran, according to procedures supplied by ClasTran. Accident reports shall address both passenger and vehicular accidents. The accident report format shall be consistent for all providers and will be supplied by ClasTran to the SERVICE PROVIDERS.

Accident reports shall be written for all situations that result in passenger injuries or vehicle damage. Accident reports shall be written for all vehicle collisions whether or not physical damage or personal injury resulted.

Accident Reports shall be made available to ClasTran Staff at the request of the ClasTran Program Manager(s), the ClasTran Board of Directors, the Alabama Department of Transportation, or the Program Manager(s) for partnering transit properties or agencies.

B. Incident Reports

The incident report format shall be the same for all providers and will be supplied by ClasTran to the SERVICE PROVIDERS. SERVICE PROVIDERS shall be required to provide incident reports to ClasTran related to any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason.

Incident reports shall be filed for all minor passenger slip and fall type incidents.

SERVICE PROVIDERS may refuse to transport any person or persons who are a threat to the health, safety, and welfare of the SERVICE PROVIDERS' employees or other passengers, in conjunction with procedures agreed to by the agencies. An incident report shall be filed for service refusal of this type.

Incident Reports shall be made available to ClasTran Staff at the request of the ClasTran Program Manager(s), the ClasTran Board of Directors, the Alabama Department of Transportation, or the Program Manager(s) for partnering transit properties or agencies.

C. Loss Runs

SERVICE PROVIDERS shall be required upon request to provide loss run data issued by their insurance company.

D. Fines

Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the SERVICE PROVIDERS. SERVICE PROVIDERS shall hold ClasTran and member agencies harmless for any

fines, penalties or citations imposed on account of operation of the vehicle and any expense incurred as a result.

Task 5: Monitoring and Record Keeping

ClasTran shall monitor SERVICE PROVIDERS to ensure that the services being delivered meet the performance requirements of ClasTran, including vehicle and staff specifications.

Areas of monitoring shall include, but not be limited to:

1. Driver history including criminal background check; drug testing results; certifications; training and re-training; and rider complaints against the driver and disposition of the complaint
2. Lift inspection
3. Securement inspection
4. Fleet inspection annually, including detailed physical inspection and analysis of maintenance records
5. Accidents and incidents
6. Complaints and response to investigation requests
7. On-time performance
8. Missed trips
9. Drug and Alcohol testing files

ClasTran shall maintain records of monitoring results and make quarterly reports to the ClasTran Board of Directors. Records shall be provided to SERVICE PROVIDERS in order that they may correct deficiencies, as well as fully understand any reasoning ClasTran has for terminating agreements for service. In addition, any records shall be made available on request by the Program Manager(s), the agencies, or other individuals authorized by ClasTran.

At a minimum SERVICE PROVIDERS shall have the written policies, procedures and programs listed below in place prior to the start of services:

- Accident Policies and Procedures, and driving records of drivers
- Vehicle Maintenance and Cleaning Programs
- Procedure for Criminal Background checking
- Staff recruitment and Training Program
- Drug Program

The implementation of these areas of responsibilities shall be approved and monitored by ClasTran. SERVICE PROVIDERS shall make these records available upon request by the ClasTran Program Manager(s), participating ClasTran agencies, or other individuals authorized by ClasTran.

Task 6: Vehicle Cleaning and Maintenance Program

A. VEHICLE MAINTENANCE

SERVICE PROVIDERS shall be required to develop and implement written vehicle maintenance and cleaning programs, which meet ClasTran's approval. The programs must be available for review by ClasTran at all times. The programs shall consist of:

- Meeting all manufacturer's specifications for assigned vehicle types
- Ensure that vehicles are in compliance with all applicable local, State and Federal laws, ordinances, and regulations
- Include a preventative maintenance checklist for each vehicle type
- Provide for timely repair and for preventative maintenance at specified intervals for each vehicle type
- Provide for maintenance and repair of special equipment such as wheelchair lifts, and air conditioning
- Provide adequate garaging and service facilities within the service area within ten (10) miles of the region's major interstate transportation facilities in order to facilitate proper maintenance and servicing of assigned buses, and to control their dispatching and coordination for ClasTran operations, such that replacement or

substitute buses might be in service within approximately 30 minutes

- Establish policies and procedures for use of outside vendors to perform routine maintenance and repairs
- Define a vehicle-cleaning program for daily, weekly, and monthly cleaning
- Establish specifications for use of outside vendors to perform vehicle cleaning services
- Include a method to be used for tracking repairs, vehicle cleaning, and preventative maintenance compliance
- Vehicle inspection and repair histories are to be provided quarterly or upon request to ClasTran
- Provide for maintenance of records which may be examined by the Federal Transit Administration, the Alabama Department of Transportation, the ClasTran Program Manager(s), or the Program Manager(s) for partnering transit properties or agencies on two days' notice.
- Identify methods and standards for expediently repairing broken glass, interior and exterior damage, and identify the conditions under which a vehicle shall be removed from service.
- Provide that interior-cleaning agents shall be fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances, and no air fresheners shall be used in the vehicles.

B. BACKUP VEHICLES

The SERVICE PROVIDERS shall provide assurances that they will make available additional vehicles similar in capacity and design, and not older than ten years, in a standby capacity to cover breakdowns of equipment, and assure ClasTran operations of minimal disruption in service. All periods of breakdown, as well as instances of tardiness or interruption in service, which are not attributable to ClasTran, are to be noted on daily count sheets. Incidents of failure to do so shall be considered an overcharge to ClasTran. Several repetitive incidents may be cause for cancellation of any contract, in whole or in part, awarded by this Request for Proposals. In any event, ClasTran will make deductions for all out of service time. Contractor invoices that do not reflect these deductions will not be processed for payment.

C. INSPECTIONS

ClasTran reserves the right to inspect, approve, and/or reject all vehicles submitted to service ClasTran demand, responsive and brokered service routes. This includes primary and standby buses. In addition, ClasTran shall have the right to inspect SERVICE PROVIDERS' maintenance facilities, log books, records and accounts pertaining to this RFP at any time during regular business hours and upon request at other times. All inspections and review of records are to be held at ClasTran's local office.

Task 7: Marketing and Advertising

A. EXTERNAL GRAPHIC BUS DESIGN

All dedicated vehicles, as defined in Task 1, as well as any future additions to the fleet, will prominently display external graphics bearing a design identifiable with ClasTran. ClasTran will work closely with the Service Provider to determine the type and formatting of the graphic design, limited to the area below the windows and the back of the vehicle bearing a design identifiable with ClasTran. If ClasTran decides to use a wrap to mark buses, ClasTran is responsible for the design, cost of wrap and camera ready artwork; ClasTran, working in cooperation with the SERVICE PROVIDERS, is responsible for facilitating the artwork's application to the vehicles. If the dedicated vehicles are removed from ClasTran service or retired, all markings that would identify the vehicle with ClasTran must be removed.

B. INTERNAL ADVERTISING/INFORMATION PANELS

Each dedicated vehicle must have a panel that provides a listing of the bus/route numbers, contact information for ClasTran's customer service, and general Rider's Guide information.

ClasTran will work closely with the SERVICE PROVIDERS to determine the type and size of panels for internal display. ClasTran is responsible for soliciting panels and keeping all advertisements/announcements updated and

current. One panel will advise riders on whom to call with comments and suggestions. Agreed upon map or brochure holders will be outfitted within each bus also. Any proceeds from the advertising shall be retained by ClasTran.

C. ADVERTISING SERVICE ROUTES & PROMOTING RIDERSHIP

ClasTran is responsible for promoting the service within the Section 5310 and 5311 service areas.

Section 4.0 Evaluation and Award

4.1 Contractor Selection –ClasTran’s management staff and/or a committee of the ClasTran Board of Directors will evaluate written proposals. Based upon the evaluation of the written proposals, the Committee will make a recommendation to the ClasTran Board of Directors regarding Service Providers with which ClasTran may contract. It is at the discretion of the ClasTran Board of Directors to pursue agreements with SERVICE PROVIDERS to provide paratransit service. A submission of a proposal does not bind ClasTran, in any way, either to enter into a contractual agreement or to negotiate for the professional services described herein. Awards will be made to the responsible bidder(s) whose proposal is most advantageous to ClasTran’s program, with price and other factors considered as indicated in Section 4.0 of the RFP.

IN ADDITION, IF CLASTRAN DEEMS ALL PROPOSALS TO BE UNSATISFACTORY OR UNREASONABLE BASED ON CLASTRAN’S ESTIMATED BUDGET, AND/OR OFFEROR’S PROPOSED COSTS, AND/OR DUE TO THE INCOMPLETE SERVICE AND/OR ROUTE COVERAGES, AND/OR DUE TO OTHER FACTORS, CLASTRAN RESERVES THE RIGHT TO REJECT ALL PROPOSALS AND MAY AT ITS OPTION, RE-SOLICIT PROPOSALS OR, IF CLASTRAN DETERMINES IN ITS JUDGMENT THAT RE-SOLICITATION WILL NOT CURE THE INADEQUACY OF THE PROPOSALS, IT MAY ENTER INTO NEGOTIATIONS WITH ANY RESPONSIBLE OFFEROR(S) WHOSE PROPOSALS ARE DETERMINED BY CLASTRAN TO BE WITHIN A COMPETITIVE RANGE FOR AWARD. THE “COMPETITIVE RANGE” SHALL BE DETERMINED BY CLASTRAN BASED ON ITS EVALUATION OF EACH PROPOSER’S RATES, INVENTORY, PRIOR EXPERIENCE, QUALIFICATIONS AND OTHER FACTORS IDENTIFIED IN THE RFP SOLICITATION. THE SOLICITATION OR NEGOTIATION PROCESS MAY RESULT IN AN “AWARD” TO MORE THAN ONE VENDOR.

ADDITIONALLY, SHOULD CLASTRAN REJECT FEWER THAN ALL PROPOSALS AND THIS RESULT IN A POTENTIAL GAP IN THE PROVISION OF SERVICES FOR A PARTICULAR ROUTE OR ROUTES, CLASTRAN MAY NEGOTIATE WITH REMAINING PROPOSERS TO FILL THE VOID IN TRANSPORTATION SERVICES COVERAGE. SHOULD THESE NEGOTIATIONS EITHER NOT OCCUR OR PROVE UNSUCCESSFUL, CLASTRAN MAY AT ITS OPTION CANCEL THE ENTIRE SOLICITATION AND RE-ISSUE A REQUEST FOR PROPOSALS FOR ALL ROUTES, OR “AWARD” THE ROUTES ADDRESSED IN THE PROCUREMENT TO THE REMAINING RESPONSIBLE OFFEROR OR OFFERORS AND RE-ISSUE A SOLICITATION SOLELY FOR THAT PORTION OF THE ROUTES NOT COVERED IN THE INITIAL PROCUREMENT.

4.2 Criteria for Written Proposal Evaluations – RESPONDENTS’ written proposals will be evaluated based on the following evaluation criteria: Each proposal will be ranked on a scale of 1 to 10 for each of the evaluation criteria and multiplied by a weight factor. The scores on each factor will then be added to create a total score. The maximum score is 100. A chart detailing appropriate computation of the evaluation criteria is found on the next page.

	CRITERION	STANDARD
25	Inventory of Equipment	Does the Service Provider have adequate equipment of the type needed to provide paratransit services? Is this equipment readily available? Is the equipment described in the inventory in good repair? . Has the equipment in the inventory been well maintained?
25	Prior Experience	Has the Service Provider worked on similar projects/programs i.e., Medicaid, DHR, Easter Seals, etc.? Does the Service Provider have previous related experience working with paratransit type riders, i.e., elderly and disabled? If so, to what extent?
25	Staff Qualifications	Do the persons who will be working on the project have the necessary skills to provide management and administrative oversight? Are sufficient people of the requisite skills assigned to the project?
25	Cost Estimate	How does the overall per hour cost estimate compare to ClasTran's baseline average?
Maximum 100		

References will be asked the following questions:

Overall Performance	<ul style="list-style-type: none"> • Would you hire this Service Provider again? • Did they show the skills required by this project?
Timetable	<ul style="list-style-type: none"> • Was the service completed within the specified time?
Responsiveness	<ul style="list-style-type: none"> • Was the Service Provider responsive to your agency and/or your client's needs? • Did the Service Provider anticipate problems? • Were problems solved quickly and effectively?
Budget	<ul style="list-style-type: none"> • Were the original contracted services completed within the project budget? • Were there budget escalations? If so, why and to what extent was this attributable to the contractor's actions?
Job Knowledge	<ul style="list-style-type: none"> a) Did the Service Provider demonstrate an understanding of your program? b) Was the Service Provider fully versed in state-of-the-practice/state-of-the-art thinking in the project area? c) Was there a good understanding of the interrelated nature of transportation planning?
Additional Questions	Any questions brought up at the review committee meeting concerning the Contractor.

4.4 The ClasTran Executive Director and Assistant Executive Director will conduct desk review and rank the results. The results shall be provided to the ClasTran Board of Directors. The Chairman of ClasTran will formally sign any contracts awarded, upon receipt of the concurrence of ALDOT and BJCTA. Upon execution by ClasTran, the contract will be submitted to the ALDOT and BJCTA for final approval.

4.5 Contract Negotiations - Based on the information submitted and internal budgetary considerations, ClasTran may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, ClasTran can declare an impasse and vacate negotiations. CLASTRAN MAY THEN, AT ITS OPTION, CANCEL THE SOLICITATION, REISSUE A REQUEST FOR PROPOSALS OR ALTERNATIVELY, IF CLASTRAN DETERMINES THAT RE-SOLICITATION IS NOT FEASIBLE, CLASTRAN MAY ENTER INTO NEGOTIATIONS WITH ANY RESPONSIBLE OFFEROR WHOSE PROPOSALS ARE DETERMINED BY CLASTRAN TO BE WITHIN A COMPETITIVE RANGES FOR AWARD. THE "COMPETITIVE RANGE" SHALL BE DETERMINED BY CLASTRAN BASED ON ITS EVALUATION OF EACH PROPOSER'S RATES, INVENTORY, PRIOR EXPERIENCE, QUALIFICATIONS AND OTHER FACTORS IDENTIFIED IN THE RFP SOLICITATION. THE SOLICITATION OR NEGOTIATION PROCESS MAY RESULT IN AN "AWARD" TO MORE THAN ONE VENDOR.

ADDITIONALLY, SHOULD CLASTRAN REJECT FEWER THAN ALL PROPOSALS AND THIS RESULTS IN A POTENTIAL GAP IN THE PROVISION OF SERVICES FOR A PARTICULAR ROUTE OR ROUTES, CLASTRAN AY NEGOTIATE WITH REMAINING PROPOSERS TO FILL THE VOID IN TRANSPORTATION SERVICES COVERAGE. SHOULD THESE NEGOTIATIONS EITHER NOT OCCUR

OR PROVE UNSUCCESSFUL, CLASTRAN MAY AT ITS OPTION CANCEL THE ENTIRE SOLICITATION AND RE-ISSUE A REQUEST FOR PROPOSALS FOR ALL ROUTES, OR “AWARD” THE ROUTES ADDRESSED IN THE PROCUREMENT TO THE REMAINING RESPONSIBLE OFFEROR OR OFFERORS AND RE-ISSUE A SOLICITATION SOLELY FOR THAT PORTION OF THE ROUTES NOT COVERED IN THE INITIAL PROCUREMENT.

4.6 Award of Contract - Notwithstanding any other provision of this RFP, ClasTran expressly reserves the right to:

- Waive any immaterial defect or informality, or
- Reject any or all proposals, or portions thereof, or
- Reissue a Request for Proposals, or
- Reissue a Request for Proposals for a particular route or routes; or
- Modify the number and types of data to be collected to meet budgetary limitations, or
- Cancel the Solicitation, or
- Enter into negotiations with bidders whose proposals are within a competitive range under the circumstances as previously described herein.

4.7 Offer and Acceptance Period - A response to a Request for Proposals is an offer to contract with the Consortium based upon the terms, conditions, scope of services and specifications contained in this Request for Proposals. Proposals are an irrevocable offer for one hundred eighty (180) days after the proposal opening time and date.

4.8 RESPONDENT’S Rights - All materials submitted in response to this RFP become the property of the Consortium upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between ClasTran and the RESPONDENT.

4.9 Inquiries - Any information that may have been released by ClasTran staff prior to the issuance of this Request for Proposals shall be disregarded.

Requests for clarification should be directed to the person(s) whose name appears on the title page. Questions should be submitted in writing. Any correspondence related to the RFP should refer to the appropriate number, page, and paragraph number.

4.10 Verification of Information – ClasTran staff may verify all information submitted as part of proposal. Submission of information deemed to be inaccurate may result in a determination of non-response of the RESPONDENT by ClasTran and a rejection of the proposal.

4.11 Pre-Proposal Conference - A Pre-Proposal conference will not be held.

4.12 Exceptions - Any desired exceptions to the Scope of Services or terms and conditions of this RFP must be included in the proposal and must address the specific RFP paragraph where a conflict exists. A RESPONDENT’S preprinted terms and conditions WILL NOT be considered as exceptions.

4.13 Late Proposals - Late proposals will not be considered. Any RESPONDENT submitting a late proposal shall be so notified.

4.14 Withdrawal of Proposals - At any time prior to the specified proposal due time and date a RESPONDENT (or designated representative) may withdraw the proposal.

4.15 Amendment of Proposal - Receipt of a Request for Proposals Amendment or Clarification must be acknowledged by signing and returning the document to ClasTran with the proposal.

Proposals submitted for consideration should be arranged following the format shown below:

Proposal Structure	Attachments
1. Cover Letter	Attachment A: Cost Estimate Summary
2. Executive Summary	Attachment B: Affidavit of Non-Collusion
3. Staffing	Attachment C: Contingent Fees Statement
4. Staff Qualifications	Attachment D: Affidavit of Fair Employment Practices
5. Inventory of Equipment	Attachment E: Conflict of Interest Disclosure
6. Availability	Attachment F: DBE Certification Form
7. Prior Experience	Attachment G: Licenses and Permits
8. Driver Training and Selection Plan	
9. References	
10. Cost	
11. Proof of Insurance	
12. Attachments	

Section 4A Protest Procedures

Bid Protest Procedures for ClasTran

The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (Circular 4220.1E). Parties that wish to file a bid protest should review these procedures in conjunction with FTA's Circular 4220.1E. These procedures also address complaints or appeals regarding the funding of unsolicited proposals and other protests unrelated to the solicitation process and contract award decisions. ClasTran's protest procedures will be referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

Protests Pertaining to the Contract Solicitation Process or Contract Award Decision

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to:

Fenn Church
Executive Director
P.O. Box 10386
Birmingham, AL 35202

ClasTran will consider all written protests made within the timelines stated in this document. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Solicitation or contract name and/or number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
4. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, ClasTran will notify the protestor that the protest has been received by mail within five (5) working days. ClasTran may request additional information from the protesting party, which must be submitted in writing to ClasTran within five (5) working days from the date of ClasTran request.

Within twenty (20) working days of receipt of a written protest, ClasTran shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or
2. Conduct, at ClasTran's discretion, an informal hearing to allow the interested participating parties an opportunity to present their positions and supporting facts, documents, justification, and technical information. ClasTran will advise all interested parties of the final decision in writing no later than five (5) working days from the date of the informal hearing.

Protests before Proposal Solicitation

Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to ClasTran and must be received at least five (5) working days prior to bid/proposal opening. Bids will not be opened until five (5) working days after resolution of the protest unless ClasTran determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ClasTran.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless ClasTran determines that it is in the best interest of all concerned to delay any step.

Protests after Opening of Proposal Solicitation and Prior to Award

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to ClasTran and must be received by ClasTran within five (5) working days of the bid opening. If ClasTran decides to withhold the award pending resolution of the protest, ClasTran will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless ClasTran determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ClasTran or the federal government.

Protests after Award

Protests received after announcement of an award or after a contract has been executed will only be considered if ClasTran determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, ClasTran shall evaluate the bid/proposal a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by the ClasTran.

If a protest involving an executed contract is under consideration, ClasTran will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all ClasTran work activities. If the awarded contractor has not executed the contract as of the date the protest is received by ClasTran, the contract will not be executed until five (5) working days after resolution of the protest unless ClasTran determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ClasTran.

Protests Pertaining To the Funding Of Unsolicited Proposals

The submission of unsolicited proposals is inconsistent with ClasTran's policy to promote a full and open competition among interested parties for FTA contract funds. The filing of unsolicited proposals, therefore, will be deemed inappropriate by ClasTran and returned to the sender; complaints or appeals calling for reconsideration of such proposals will not be accepted.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution to the Alabama Department of Transportation, Multimodal Engineer, Bureau of Transportation Planning and Modal Programs, 1100 John Overton Drive, Montgomery, Alabama 36110, telephone number (334) 242-6438.

Section 5.0 Major Contract Provisions

This section indicates the major terms and conditions a prospective RESPONDENT should be aware of in the development of a proposal. This list is not all-inclusive but contains the major provisions that might affect the development of a proposal.

- 5.1 Payment - Payment will be made in arrears only after submission of proper invoices to ClasTran. The contract for this project is to be a fixed price type. Billing shall represent all work completed prior to the invoice date. The invoice shall identify the description of work performed. Payment of any invoice shall not preclude ClasTran from making claims for adjustment on any service found not to have been in accordance with the contract.
- 5.2 Taxes - ClasTran is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.
- 5.3 Conflict of Interest – ClasTran reserves the right at any time to preclude offering a work assignment to a sub-contractor without prior approval by ClasTran and ALDOT.
- 5.4 Performance Standards - ClasTran relies upon the Service Provider to provide services in accordance with a contract and the performance standards set for each work assignment. The Service Provider agrees that time is of the essence, and that contractual commitments shall be met.
- 5.5 Cancellation - Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of ClasTran:
 - The Service Provider fails to perform adequately the services required in the contract;
 - The Service Provider attempts to impose on ClasTran services which are of an unacceptable quality; or
 - The Service Provider fails to make progress in the performance of the requirements of the contract, and/or gives ClasTran a positive indication that the Service Provider will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Service Provider agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and, notwithstanding other legal remedies which may be available to the Consortium because of the cancellation. The SERVICE PROVIDER also agrees to compensate ClasTran for its costs in procuring the services of a new CONTRACTOR.

ClasTran shall give the Service Provider written notice of default. After receipt of such notice, the Service Provider shall have five (5) days in which to provide a corrective action plan. In the event the Service Provider does not make necessary corrections, ClasTran may terminate the whole or any part of the contract without further consideration by so notifying the Service Provider in writing.

- 5.6 Contract Termination – ClasTran by written notice may terminate the contract, in whole or in part, when it is deemed in the best interest of ClasTran. If the contract is so terminated, the Service Provider will be compensated for work performed up to the time of the termination notification. In no event shall such payment exceed the total contract price.
- 5.7 Availability of Funds - If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Service Provider may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

5.8 Confidentially - The Service Provider acknowledges that information disclosed to it concerning governmental and ClasTran operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent.

- The Service Provider shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. ClasTran reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to ClasTran.
- All proprietary information and all copies thereof shall be returned to ClasTran upon completion of the work for which it was obtained or developed.

5.9 Removal of Contract Employees - The Service Provider agrees to utilize only experienced, responsible and capable people in the performance of the work. ClasTran may require that the Service Provider remove from the job project employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of ClasTran.

5.10 Contract Term - The term of any resultant contract shall commence on the date of notice to proceed, unless terminated, canceled, or extended as otherwise provided herein or in the contract.

5.11 Contract Extension - By mutual written agreement, any resultant contract may be extended for supplemental periods.

5.12 Insurance - Without limiting its liability, the Service Provider shall maintain, during the life of the contract: Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance. As part of the contract developed from this RFP, the Service Provider shall include a standard form "Certificate of Insurance" as evidence of this coverage, with ClasTran listed as "additional insured" under policy. The amounts of coverage shall be as follows:

\$1,000,000 General Liability
\$1,000,000 Auto Liability

This coverage may not be canceled, reduced or allowed to lapse without written notice from the insurer to ClasTran.

Section 6.0 Appendices

Appendix A: Rider's Handbook

Please see enclosed Riders Handbook

Section 7.0 Required Forms (see following pages)

Attachment A

AFFIDAVIT AND INFORMATION REQUIRED OF RESPONDENTS

COST ESTIMATE TASK SUMMARY (OPERATIONS)

TO: ClasTran

Submitted below is my cost estimate for tasks associated with operations as outlined in the Scope of Services. I have carefully examined the Request for Proposals (RFP) and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto. Please specify, on a separate sheet which you will attach hereto, which routes you are bidding on and the particular rate for each route. Fuel surcharge should also be included.

Please include on a separate sheet, a detailed explanation of the factors used to derive the base per hour rates. Proposers may bid on some or all routes. This may result in an award to one or more than one vendor.

Company

Authorized Signature

Address

Typed/Printed Name

City/State/Zip Code

Title

Phone

Date

All applicable costs should be built into cost estimate. ClasTran assumes no responsibility for costs incurred in proposal preparation. ClasTran has the right to reject any and all proposals as deemed in the best interest of ClasTran.

SPECIAL NOTE: ClasTran reserves the right to award the estimated TOTAL annual trips covering this contract period to multiple SERVICE PROVIDERS.

Attachment B

AFFIDAVIT AND INFORMATION REQUIRED OF RESPONDENTS

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

3.1 That I am the RESPONDENT (if the RESPONDENT is an individual), a partner of the RESPONDENT (if the RESPONDENT is a partnership), or an officer or employee of the offering corporation or a limited liability company, having authority to sign on its behalf (if the RESPONDENT is a corporation or a LLC);

3.2 That the attached bid or bids have been arrived at by the RESPONDENT independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent bidding or competition;

3.3 That the contents of the bid or bids have not been communicated by the RESPONDENT or its employees or agents to any person not an employee or agent of the RESPONDENT or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and

3.4 That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Ineligible Contractors

The undersigned hereby certifies that it is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts' incorporated labor standards provisions.

Authorized Signature

Firm Name

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Bidder's E.I. Number
(Number used on employer's quarterly Federal tax return)

Attachment C

AFFIDAVIT AND INFORMATION REQUIRED OF RESPONDENTS

FAIR EMPLOYMENT PRACTICES STATEMENT

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ of _____

(RESPONDENT) and that by its employment policies, standards and practices, the RESPONDENT does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his/her race, creed, color, national origin, religion, military status, age, sex, or handicapping condition. Further Affiant sayeth not.

By: _____ Title: _____ Address: _____

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Bidder's E.I. Number _____ (Number used on employer's quarterly Federal tax return)

Attachment D

AFFIDAVIT AND INFORMATION REQUIRED OF RESPONDENTS

CONTINGENT FEES STATEMENT

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

The CONTRACTOR acknowledges that no ClasTran assistance has been paid or will be paid on its behalf to any person(s) for influencing or attempting to influence an officer or employee of ClasTran, or Member of the ClasTran Board of Directors relating to the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any ClasTran contract, grant, loan or cooperative agreement. After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the

_____ of (RESPONDENT) and that the RESPONDENT has not retained anyone in violation of the foregoing.

Further Affiant sayeth not.

By: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Bidder's E.I. Number
(Number used on employer's quarterly Federal tax return)

Attachment E

AFFIDAVIT AND INFORMATION REQUIRED OF RESPONDENTS

CONFLICT OF INTEREST FORM

SECTION I: INSTRUCTIONS

ClasTran in keeping with the State of Alabama Ethics Laws, asks that all persons or firms seeking contracts valued at \$25,000 or more to complete and submit this Conflict of Interest Form along with their proposal. This requirement also applies to any proposed sub-contractors whose portion of the overall work is valued at \$25,000 or more. Failure to comply with this requirement may cause your proposal to be declared non-responsive.

Although this law is intended to have persons seeking elected office to disclose potential conflicts of interest, the standards established in the Code of Alabama 1975 State Ethics Law, Sections 36-25-1 to 36-25-24, Sections 36-25-26 to 36-25-30 are utilized by ClasTran to determine whether or not a conflict of interest exists. Information provided by the Alabama State Ethics Commission should be referred to by RESPONDENTS in order to receive additional guidance as to what constitutes a conflict of interest.

SECTION II: QUESTIONS

1. Does your firm have any existing relationships with employees of ClasTran, or members or officers of the ClasTran Board of Directors, that could be construed as involving “conflicts of interests” (i.e., financial interests), or which would give rise to a conflict if your firm becomes a recipient of a contract with ClasTran.

YES NO If “yes,” please list the names of those ClasTran employees or Board of Director members and the nature of the relationship:

Name: _____

Relationship: _____

2. Have you or any members of your firm been an employee of ClasTran, or served as a member of the ClasTran Board of Directors within the last twenty-four months?

YES

NO

If “yes,” please list name, position, and dates of service:

Name: _____

Position: _____

Dates of Service: _____

3. Are you or any managers, partners, or officers of your firm related by blood or marriage/domestic partnership to an employee of ClasTran or a member of the Board of Directors that is considering your contract proposal?

YES
 NO

If “yes,” please list name, position, and relationship:

Name: _____

Relationship: _____

4. In the last twenty-four months, have you or any members of your firm been a business partner of, employed, or have been about to employ an employee of ClasTran or Board member?

YES
 NO

If “yes,” please list name, position, and dates of service:

Name: _____

Relationship: _____

5. Have you or any managers, partners, or officers of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contributions (including political contributions) or gifts to any current employee of ClasTran, and/or member of the ClasTran Board of Directors?

YES
 NO

If “yes,” please list name, position, dates of contributions or gifts, and dollar value:

Name: _____

Date: _____

Value: _____

Section III. Validation Statement

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the selected firm.

Project Name or Description: _____

RFP Number: _____

DECLARATION I, (printed full name) _____,

(Professional Registration Number; optional) _____ hereby declare that I am the

(position or title) _____ of (firm name) _____, and that

I am duly authorized to execute this Validation Statement on behalf of this entity. I hereby state

that this Consortium Conflict of Interest Form dated _____ is correct and current as submitted. I

acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my contract proposal.

Signature of Person Certifying for Selected Firm
(Original signature required)

Date

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public

My commission expires _____, 20 _____

Notice

A material false statement, omission, or fraudulent inducement made in connection with this ClasTran Conflict of Interest Form is sufficient cause for rejection of the contract proposal or revocation of a prior contract award.

Attachment F

LICENSES AND PERMITS

The successful RESPONDENT agrees to abide by all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.

All RESPONDENTS must list all of the licenses and permits required by governmental agencies that your company anticipates that it must purchase in order to manage and operate ClasTran's transportation services as described in this RFP. Under each license or permit, list the type of service this license or permit allows and any regulatory restrictions that your company is required to conform.

1. License: Restrictions:

2. License: Restrictions:

3. License: Restrictions:

4. License: Restrictions:

5. License: Restrictions:

Attachment G

ATTACHMENT G
VEHICLE CONFIGURATION REQUIRED FOR EACH ROUTE
AND
LIST OF CLASTRAN-OWNED VEHICLES
(See Attached Schedules)

		Seats + WC	ClasTran Bus #	Start Time	End Time	1st pick	last drop
Jeff Co. Routes	Center or Route Type						
212	St. John Dolomite Center	10+1	1014	6:15	17:15	7:00	16:00
214	Brighton Center	10+1	1004	5:50	15:45	6:00	15:00
215	Titusville Center	14	Provider owned	6:00	16:45	6:10	16:30
216	Clay Center	10+1	1005	6:15	16:30	6:45	16:00
217	Hooper City Center	10+2	Provider owned	6:15	17:30	7:00	17:00
219	New Hope South Avondale Center	10+1	1006	6:15	16:45	7:00	16:30
220	UCP / ARC	10+2	Provider owned	6:00	17:30	6:30	17:00
221	Demand Response West Jefferson	10+1	1002	6:15	17:45	7:00	16:30
222	Shepherd Center	10+2	Provider owned	5:30	16:45	6:00	16:00
226	Hueytown Center	10+2	Provider owned	6:15	16:30	7:00	16:00
230	Bessemer Center	10+1	1008	6:00	17:15	6:30	17:00
231	Hoover Center	10+2	Provider owned	6:15	16:45	6:30	16:00
232	Midfield Center	10+1	1013	6:15	16:15	7:00	16:00
236	UCP	6 W/C	1001	6:15	17:15	7:00	17:00
238	Morris Center	10+1	1009	6:15	17:00	7:00	16:30
239	Titusville Center	10+1	1010	6:15	17:45	7:00	16:30
240	Fairfield Center	10+2	Provider owned	6:00	17:15	6:30	16:30
243	Forestdale Center	10+2	Provider owned	6:15	16:15	7:00	16:00
245	Hoover / New Merkle	7	Provider owned	6:45	17:30	7:00	17:00
246	Hooper City Center	10+2	Provider owned	7:00	16:45	7:15	16:30
248	Titusville Center	10+1	1011	6:45	16:00	7:00	15:45
249	UCP	6 W/C	1002	6:15	16:00	7:00	15:45
250	New Hope West End Center	10+2	Provider owned	6:10	16:45	6:30	16:30
251	Leeds Center	10+1	1012	5:45	16:45	7:00	16:30
252	Western YMCA Center	14	Provider owned	6:15	17:45	7:00	17:30
253	UCP	6 W/C	1003	6:15	17:00	6:45	16:45
263	Tarrant Center	10+1	1015	6:15	16:45	6:45	16:00
364	St. Joseph Center	10+2	Provider owned	6:15	17:30	6:45	17:00
374	New Hope South Avondale Center	10+1	1016	6:45	17:15	7:30	17:00
29 total							

Shelby Co. Routes		Seats + WC	ClasTran Bus #	Start Time	End Time	1st pick	last drop
301	Demand Response	10+2	Provider owned	6:30	17:50	6:45	17:00
302	Demand Response	10+1	1020	6:00	15:45	6:40	15:30
303	Columbiana Center	10+1	1019	6:00	16:45	7:00	16:30
304	Alabaster Center	12+2	S-801	6:00	17:15	7:00	17:00
305	Vincent Center	10+2	S-902	7:00	17:10	7:30	17:00
306	Demand Response / Heardmont Center	10+2	S-802	6:00	17:30	6:15	17:00
307	Montevallo Center	10+1	1017	6:15	17:30	6:30	17:00
308	Demand Response	10+1	1018	6:00	16:45	7:00	16:30
309	Calera Center	10+2	S-901	6:00	16:45	6:15	16:30
9 total							
Walker Co. Routes							
500	Walker County Demand Response	10+1	W1002	6:15	15:00	7:00	14:30
501/502	Jasper Fixed Route	10+1	W1001	5:45	18:45	6:30	18:30
3 total							
41							

The highlighted routes were cut on June 13th 2011 and could be added back into service depending on the level of local funding available. Local Match determines the level of service provided for each year of the contract.

Start and end times and first pick and last drop times are estimated These times change daily depending on trip demand

<u>Bus #</u>	<u>Year Model</u>	<u>Body</u>	<u>Chassis</u>	<u>Vin Number</u>	<u>mileage</u>	<u>Title holder</u>
S-801	2008	Goshen	Ford	1FD3E35L88DB56774	103,222	Shelby County
S-802	2008	Goshen	Ford	1FD3E35L68DB56773	116,623	Shelby County
S-901	2009	Goshen	Ford	1FDEE35L99DA39053	102,862	Shelby County
S-902	2009	Goshen	Ford	1FDEE35L09DA39054	108,026	Shelby County
1001	2010	Goshen	Ford	1FD4E4FS2ADA55647	18,576	ClasTran
1002	2010	Goshen	Ford	1FSFE4FS4ADA55648	17,458	ClasTran
1003	2010	Goshen	Ford	1FD4E4FS6ADA55649	24,653	ClasTran
1004	2010	Starcraft	Ford	1FDEE3FL6ADA46481	24,366	ClasTran
1005	2010	Starcraft	Ford	1FDEE3FL2ADA55758	24,386	ClasTran
1006	2010	Starcraft	Ford	1FDEE3FL4ADA55759	25,070	ClasTran
1007	2010	Starcraft	Ford	1FDEE3FL5ADA52885	40,361	ClasTran
1008	2010	Starcraft	Ford	1FDEE3FL7ADA52886	24,650	ClasTran
1009	2010	Starcraft	Ford	1FDEE3FL9ADA52887	31,317	ClasTran
1010	2010	Starcraft	Ford	1FDEE3FL6ADA52880	34,167	ClasTran
1011	2010	Starcraft	Ford	1FDEE3FL9ADA52890	32,701	ClasTran
1012	2010	Starcraft	Ford	1FDEE3FLXADA52882	24,253	ClasTran
1013	2010	Starcraft	Ford	1FDEE3FLXADA52879	20,514	ClasTran
1014	2010	Starcraft	Ford	1FDEE3FL3ADA52884	27,273	ClasTran
1015	2010	Starcraft	Ford	1FDEE3FLOADA52891	30,931	ClasTran
1016	2010	Starcraft	Ford	1FDEE3FLOADA52888	19,400	ClasTran
1017	2010	Starcraft	Ford	1FDEE3FL9ADA58544	21,427	ClasTran
1018	2010	Starcraft	Ford	1FDEE3FL9ADA58545	18,403	ClasTran
1019	2010	Starcraft	Ford	1FDEE3FL9ADA58546	19,701	ClasTran
1020	2010	Starcraft	Ford	1FDEE3FL8ADA58552	21,427	ClasTran
W1001	2010	Starcraft	Ford	1FDEE3FL1ADA58554	17,194	City of Jasper
W1002	2010	Starcraft	Ford	1FDEE3FL6ADA58548	12,348	Walker County

mileage as of May 30th, 2011