

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

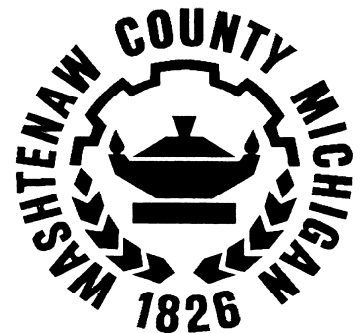
## #6496

# Transportation Services For Community Support & Treatment Services

Prepared By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main B-35  
Ann Arbor, MI 48107

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Senior Buyer  
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**WASHTENAW COUNTY  
Finance Department**

Purchasing Division

220 N. Main, Ann Arbor, MI 48107  
Phone (734) 222-6760, Fax (734) 222-6764

**REQUEST FOR PROPOSAL #6496**

September 1, 2009

Washtenaw County Purchasing Division on behalf of Washtenaw County is seeking bids for Transportation Services for the Community Support and Treatment Services program.

**Sealed Proposals:** Vendor will deliver one **(1) original** and **(2) two copies** which is clearly marked as such and must contain original signature(s) to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI. 48104**

**by 3:00 pm on Tuesday, September 22, 2009**

This submission shall include the entire Request for Proposal document and any amendments if issued.

**Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.**

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6496".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6749 or email [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org)
- Please direct specific technical questions regarding this RFP to Coral Lehman at (734) 544-6717 or email [lehmanc@ewashtenaw.org](mailto:lehmanc@ewashtenaw.org)

## I. PROPOSAL

- Definitions:**
- “County”** - is Washtenaw County in Michigan.
  - “Bidder”** - an individual or business submitting a bid to Washtenaw County.
  - “Contractor”**- One who contracts to perform work or furnish materials in accordance with a contract.

### **Purpose of Proposal:**

Washtenaw County is accepting bids for transportation services to customers of the Community Support and Treatment Services program. The customers all live within Washtenaw County and need to be transported to and from various CSTS appointments in Washtenaw County. Most rides are within the Ypsilanti and Ann Arbor area. A few require assistive devices to aid mobility. Cost containment through efficient planning and service are essential.

The number of transports will vary from month to month depending on the needs of the CSTS Program. The contract term for this bid is from October 1, 2009 to September 30,2011.

It is expected that Washtenaw County, CSTS Program riders will be picked up and dropped off at the scheduled times. Drop-offs will be as close to the entrance of the destination building as possible.

Each transportation vehicle must have a communication radio or a device to communicate with a home base station. It is expected that the most direct route and the most cost effective coordination of rides will be utilized.

All vehicles used in the transportation must meet all state and federal requirements. Vehicles are to be clean and safe. A smoke-free environment is preferred.

## II. PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, deadlines for submission of the RFP's maybe adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box is not, in and of itself, sufficient to discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

### III. PROPOSAL SPECIFICATIONS

**A Complete Bid Will Include the following items:**

*Failure to include all of the requested information may result in disqualification of the proposal.*

- A. The vendor's qualifications, years in business, staff profile and experience qualifying them to provide safe, reliable transportation.

**Attach as addenda A**

- B. References: List three (3) references from current corporate or government customers. Include name, contact name and phone number

**Attach as addenda B**

- C. Describe your transportation fleet. Include the number, and types of vehicles.

**Attach as addenda C**

- D. Review Terms and Conditions Section (p. 3) and concur that these provisions will be met.

**Attach as addenda D**

- E. Review Contract Provisions Section (p. 5-8) and concur that these requirements will be met.

**Attach as addenda E**

- F. State how background checks are made of your drivers and briefly outline your process for training and orienting new drivers.

**Attach as addenda F**

- G. Statement of a policy and practice for drug screening. Identify your measures of tolerance.

**Attach as addenda G**

- H. Outline your process for responding to customer complaints.

**Attach as addenda H**

- I. Outline scheduling and arrival time frames.

**Attach as addenda I**

- J. Outline of non-smoking policy

**Attach as addenda J**

#### IV. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. Vendor will list Washtenaw County as additional insured. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

##### ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the **Program Administrator or Designee** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

##### ARTICLE IV - TERM

This contract begins on October 1, 2009 and ends on September 30, 2011.

##### ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

#### ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

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

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

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 Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$ 12.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

## **V. GENERAL PROPOSAL REQUIREMENTS**

### **AWARD:**

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County has the right to use more than one vendor for transportation needs.

### **LOW BIDDER:**

The lowest responsible bid will be based on demonstrated ability to perform the work and history of performance. Washtenaw County is most interested in the quality of work to be performed and will exercise a high degree of evaluation on the bidder's history performance.

### **TERM OF CONTRACT:**

The contract is from October 1, 2009 to September 30, 2011.

### **COST OF RFP:**

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

### **INSPECTION OF FACILITIES:**

The Manager of the Purchasing Division/CSTS reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts and/or equipment for ability to comply with conditions of the bid.

### **VENDOR LIAISON:**

CSTS requests that there be a designated contact person to work together with the county to ensure the most cost efficient and effective operation.

### **BID RESPONSE:**

Vendor must affirm that the costs stated in this RFP will be valid for the two year period after the proposal is submitted.

**INVOICES:**

Invoices should be documented in writing with date of service, the number of miles, locations, riders, cost of trips, etc. as details of each trip. Invoices will be mailed to the address and attention of the authorized department site liaison. The CSTS program will only reimburse the Vendor for trips requested for which an authorized Cab Voucher has been completed by authorized department staff. The Vendor receiving the award will receive a list of authorized requestors for each site and the names and addresses of the persons to whom billings are to be forwarded. On each invoice, the purchase order number should be indicated.

Drivers will not be allowed to solicit or accept monetary tips from the customers they are transporting.

**VI. COST SHEET**

Inclusive rate per mile \$ \_\_\_\_\_

Inclusive rate with additional adult passengers \$ \_\_\_\_\_

Any other additional charges:

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**Optional:** Propose another model for Service delivery and charges.

Example, Inclusive monthly rate for defined number of riders; \_\_\_\_\_

Other: \_\_\_\_\_

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**COST SHEET II**

Please cost out total transportation costs for the trips listed below:

<u>Pick up location</u>	<u>Drop off location</u>	
344 S. Macomb, Manchester	2140 Ellsworth	\$ _____
555 Towner, Ypsilanti	2224 Golfside	\$ _____
555 Towner, Ypsilanti	2140 Ellsworth	\$ _____
2661 Adrienne Dr, Ann Arbor	2140 Ellsworth	\$ _____

Additional Comments \_\_\_\_\_

\_\_\_\_\_

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**ADDENDA**

Attach requested **ADDENDA A** through **J** to the balance of this RFP.

**SIGNATURE PAGE**

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____ City	_____ St.	_____ Zip
_____ Telephone #	_____ Fax #		
_____ URL Address	_____ Email address		
_____ Federal Tax ID #	<i><u>CHECK ONE</u></i> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____		

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

**By checking this box we hereby certify that we are a Washtenaw County company as defined in Section I.,F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.**