

**Macatawa Area Express
Transportation Authority**

171 Lincoln Ave, Suite 20
Holland, MI 49423

REQUEST FOR PROPOSALS (RFP)

MARKET RESEARCH SURVEYS

RFP Issue Date: June 21, 2010

Proposal Deadline/Opening Date: 11 a.m. local DST, Tuesday, July 6, 2010

MAILING ADDRESS: CONTACT FOR QUESTIONS/CLARIFICATIONS:

MAX Transportation Authority
Attn: RFP-Surveys
171 Lincoln Ave. Ste 20
Holland, MI 49423

Sherri Betz – RFP Bus Surveys Project Manager
Marketing & Customer Service Manager
s.betz@catchamax.org

Submissions must be received by the deadline of 11:00 a.m. local time, Friday, July 9, 2010, and be sealed and clearly labeled as “RFP-MARKET RESEARCH SURVEYS.” Unmarked, unsealed submissions and those received by fax or after the deadline will not be accepted or considered.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting bids are contained in this Request for Proposal (RFP). This RFP with all its contents contained herein or added to and made part thereof, submitted as a fully and properly executed bid shall constitute the contract between the MAX Authority and the successful bidder when approved and accepted on behalf of the Authority by an authorized official or agent.

Bidders shall compete and return the “Proposal and Award Form” and all required signed Forms in the Appendices in order for the proposal to be responsive. Proposals shall be returned in their entirety, in a properly identified and sealed envelop to the Authority at the above stated address. The Authority reserves the right to postpone the bid opening for its own convenience.

PROJECT SCHEDULE

Sequence of Events	Date
Request For Proposal issued	Monday, June 21, 2010
Deadline for Submitting Clarifications/Questions	Friday, June 25, 2010 @ 11 am DST
Response to Clarifications/Questions	Monday, June 28, 2010
Proposal Deadline and Opening	Friday, July 9, 2010 @ 11 am DST
Committee Review of Proposals	
Recommendation to Board	Monday, July 19, 2010
Authority Board Action on Recommendation	Monday, July 26, 2010
Contract takes effect/Project commences	Monday, July 28, 2010

TABLE OF CONTENTS

SECTION 1: PUBLIC NOTICE

SECTION 2: SCOPE OF SERVICES

SECTION 3: PROPOSAL REQUIREMENTS

SECTION 4: EVALUATION OF PROPOSALS

SECTION 5: PROPOSAL SUBMISSION & INSTRUCTIONS

SECTION 6: CONTRACT TERMS & CONDITIONS

SECTION 7: REQUIRED FORMS

SECTION 1 – PUBLIC NOTICE

The Macatawa Area Express Transportation Authority is issuing a Request for Proposal (RFP) soliciting competitive bids from qualified marketing research firms to conduct annual passenger surveys to measure customer satisfaction and recommend actions for improvements.

The entire RFP with detailed specifications may be obtained by visiting MAX's website home page at www.catchamax.org or contacting Lovina Shepler at (616) 928-2489. Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals.

The deadline for submission of proposals is **11 a.m. local time on Friday, July 9, 2010.** Proposals must be sealed, labeled "RFP-MARKET RESEARCH SURVEYS" on the outside of the envelope, and delivered to: MAX Transit, Padnos Transportation Center, 171 Lincoln Ave., Holland, MI 49423.

The MAX Authority reserves the right to postpone, accept or reject any and all proposals in whole or part and/or to enter into negotiations and make an award to be in its own best interest.

SECTION 2– SCOPE OF SERVICES

2.1 BACKGROUND INFORMATION

The Macatawa Area Express Transportation Authority operates eight fixed bus routes as well as paratransit services for ADA-eligible passengers within the Cities of Holland and Zeeland, and Holland Charter Township. MAX is a public corporation chartered under Act 196 of 1986 of the State of Michigan, and is funded by state and federal grants, local property tax revenue, sales of services and fare box receipts. Buses operate hourly Monday through Saturday with limited evening service. MAX provides more than 340,000 passenger trips annually.

The public transportation industry today is facing many opportunities and challenges. Transit managers need additional tools to assist them in making key decisions that will make public transit more convenient and accessible to area residents to meet their needs and improve service. Therefore, it is critical for market research that involves both captive, regular passengers as well as those who do not current use MAX.

2.2 PROJECT SPECIFICATIONS AND CONDITIONS

This project involves three (3) components: 1) conduct a non-riders market segmentation survey; 2) a customer satisfaction study on fixed bus route service; and 3) a customer satisfaction study on paratransit/demand response (Reserve-A-MAX) service. The surveys must be available in English and Spanish with bilingual survey-takers available to administer the survey.

1. Non-Riders Market Segmentation Study

The purpose of this research is to assist in defining the needs, expectations, and motivating factors of potential passengers in MAX's service area (Holland, Zeeland and Holland Township). This data has not been collected for more than three years with the last survey being conducted by Disability Network/Lakeshore. A non-rider study is needed to gather more detailed information to use in identifying what makes a person a potential customer, the barriers or areas of resistance for using transit, and the motivating factors that must be addressed to encourage them to use public transit. This research must track progress made over the course of the 3-year contract (with possible 2-year extension). **This study component will be conducted only in year one (fall 2010) of the three-year contract for this project.**

The objective of this study is to identify potential customers and key market segments and their key characteristics to determine how MAX can attract them as customers and to determine most effective communication methods. It also is important to identify what communication needs and education efforts are needed to encourage non-riders to ride MAX. National research indicates about 8% of the community is unaware of their public transportation system and therefore not likely to consider using the service or supporting local funding of services.

Specifically, this part of the project involves:

- Developing the most appropriate methodology for gathering quantitative information identifying the potential marketing and determining key information about potential customers
- Developing appropriate survey questions to obtain the required qualitative and quantitative data necessary to meet objectives
- Recommending modifications to service and marketing that will successfully attract new riders
- Administering the research in cooperation with MAX marketing staff during the month of September on an annual basis
- Providing a complete market segmentation analysis using lifestyle, psychographic, travel patterns, and demographic parameters
- Identifying current MAX market share (percentage of individuals using MAX frequently and occasionally)
- Achieving appropriate sample size and any sub-sample quotas necessary to achieve statistical, projectable confidence levels
- Producing data and data analysis presentation materials in a form that is understandable and applicable to MAX management
- Producing and presenting a Final Report and executive summary of findings that addresses all issues described in this RFP

The results of this project will be used to help MAX better understand non-rider groups, target efforts to key marketing individuals and develop appropriate plans (which may or may not include expanded service), programs and budgets that will increase ridership, market share, and community awareness of MAX services.

2. Fixed Route Passenger Study

The purpose of this study is to assist MAX in defining the needs, expectations and satisfaction levels of existing MAX passengers. Since 2003 MAX has been conducting self-administered passenger surveys on the fixed bus routes only. In 2009, MAX began self-administered surveys of passengers using our paratransit/demand response service. It is important that beginning in 2010 that MAX be able to track progress over previous years by comparing data in order to note any improvements or changes in needs and trends. In 2008, MAX added its newest and 8th fixed route to Zeeland, data for which will need to be captured in the 2010 study for future year comparison.

The annual (all 3 years of the project contract) fixed route passenger study involves:

- Developing a questionnaire that captures as many factors affecting customer satisfaction as feasible, including data required
- Determining the appropriate sample size for each route that insures a reasonable reliability level
- Administering a systemwide study that includes all 8 of the fixed routes
- Providing raw and analyzed data and findings in electronic format and an extensive detailed report highlighting the findings and containing key recommendations MAX should undertake to improve customer satisfaction.

The results of this project will be used to help MAX better understand the needs and desires of its passengers and to develop appropriate plans, programs and budgets that will improve customer satisfaction and increase ridership on the fixed bus routes.

3. Paratransit/Demand Response Study

For the first time in 2009, MAX staff conducted a self-administered survey of passengers using paratransit/demand response service. The survey contained many of the same questions from the fixed route survey with other questions specific to demand response service (i.e. customer service experience, on-hold time, etc.) Our demand response service requires that ride reservations be made by 4 p.m. at least one day prior to travel. Passengers call in their reservation, and may also call to cancel within one hour of travel.

MAX will rely on the expertise of the marketing research firm to recommend methodology for this research component. It is MAX's desire to conduct a study of our paratransit services that shows measurable results (negative or favorable) in the level of service and customer satisfaction, along with recommended action items to improve service and rider perceptions.

The annual (all 3 years of the project contract) paratransit passenger study involves:

- Developing a questionnaire and methodology that captures many factors affecting customer satisfaction
- Determining the appropriate sample size for paratransit customers that will insure reasonable reliability in data
- Administering a study that captures the opinions of MAX paratransit passengers
- Providing raw and analyzed data and findings in electronic format and an extensive detailed report highlighting the findings and containing key recommendations MAX should undertake to improve customer satisfaction.

TASKS AND DELIVERABLES

The scope of this work is developed to convey our best understanding of the desired outcomes of these studies. The successful firm will work closely with the project manager, Sherri Betz, marketing and customer service manager, who will look to the firm to provide their guidance, recommendations and expertise for how to best conduct this research. We are outlining several tasks and deliverables below, which are our minimum expectations for this project.

Task 1 – Review Background Materials and Previous Surveys and Results

The research consultant is expected to be familiar with the public transportation industry, private sector market development research and techniques, market segmentation techniques, customer satisfaction techniques and awareness and attitude research.

In addition, the consultant must demonstrate their ability to transfer the technical knowledge into applicable, useful information for MAX's management team. The

consultant should review and understand the findings from previous MAX customer surveys, reports on similar topics, and other transit studies done on behalf of MAX and its advocates.

Deliverables:

Report outlining the consultant's key ideas and understanding of the project based on the background materials they are provided and have reviewed.

Task 2 – Research Design

This task will result in two products: survey questionnaires for each of the three components of this project as well as sampling plans for each element of the research (non-user study, fixed route study, paratransit study). These will be designed concurrently to ensure consistency in the design of the research effort.

The consultant will meet with MAX's project leader to determine specific information to be obtained from the surveys. From this meeting the consultant will develop a detailed work plan outlining methodology, sampling plan, questionnaire components, pretest process, data collection process, data management, analysis plan and components of the final report. Questionnaires will then be developed, which will include some questions that have been included in previous surveys that are critical for historical tracking. The questionnaire shall be of sufficient detail to gather the desired information, while at the same time being clear, concise and manageable to administer.

Coinciding with designing the questionnaire, a sampling plan will be developed. The plan should detail the methodology and process to collect a projectable, representative sample and provide statistically reliable results. Results should be accurate at a 95% confidence interval, with a margin of error no greater than +/- 5%. The consultant should outline the recommended reliability level to be used at any sub-group quota level (such as the route level in the customer satisfaction component or a specify market segment in the non-riders component). The project manager for MAX must approve the questionnaire and sampling plans before consultant proceeds to Task 3.

Deliverables:

Work plan
Final, approved survey questionnaires
Sampling plans

Task 3 – Data Collection

Prior to survey administration, interviewers should receive training describing the project and general information about MAX's operation and services. MAX's project manager can provide additional background information if needed. The survey period will be in September annually. Interviewers should be supervised and monitored to ensure both the collection of quality data and appropriate conduct during data collection. Any problems in data collection should be brought to the attention of the MAX project manager immediately so that a quick resolution can be reached.

Following data collection, all appropriate quality control measures regarding data entry, data cleaning, editing, consistency checks, etc. will be taken.

Deliverables:

- Interviewers training and instructions
- Regular data collection updates

Task 4 – Data Analysis

Study data is to be presented to MAX in three (3) forms:

- 1) Cross tabulation banners and ASC
- 2) Detailed written report (with specified copies) of the findings and recommendations using graphs and charts whenever possible to enhance written materials and an executive summary
- 3) 20-30 minute presentation to the MAX Transportation Authority Board during its October board meeting

The analysis is to include basic cross-tabulations as well as segmentation analysis to identify those groups representing the greatest potential and opportunities to increase ridership and market share. The customer component will provide quadrant and gap analysis to determine the key service characteristics that require attention and, if improved, would affect customer satisfaction the most. The consultant is to recommend various analysis techniques that might be used to meet study objectives.

A draft report is to be prepared and submitted to the MAX project manager for review. The report is to illustrate in detail the findings of the research. It must describe the methodology used in the sampling, the administration of the survey, the analysis used, and the findings discovered in the data analysis. The report must also explain any limitations of the data.

Once the draft report is approved, a final report may be completed. The consultant will provide one (1) unbound master copy, 10 bound copies, and an electronic file in Word2003 format and as a pdf file. The consultant is expected to make one formal 20-30 minute presentation to the MAX Transportation Authority's Board of Directors.

All materials and information generated by this contract shall be the property of the Authority, including without limitation, all correspondence, research, findings, charts, comparisons, raw data, and electronic media, and reports.

Deliverables:

- Analysis report
- Draft report
- Final report
- Presentation Aids
- Copies of report (1 master unbound, 10 bound copies, electronic files)

PROPOSAL COST/FEE STRUCTURE

Proposals must have a detailed breakdown of costs and fees, estimation of time/hours, hourly rate, and the total cost to complete *each of the three (3) components of the project*. The non-users study is for year one only of the three-year contract. The fixed route and paratransit studies will be conducted all three years of the three-year contract (2010-2012).

Costs typically described as overhead and other costs of doing business do not constitute allowable billing. The Authority will reimburse actual costs only if the proposal includes an itemized list of any reimbursable costs and billable fees associated with such items. Any item not included in the proposal will not be considered for future billing. Payment terms are Net 30 to be paid upon completion of each annual survey with the submission of the final report and presentation of findings to the Authority Board of Directors.

BUDGET

The total three (3) year contract cost for this contract must not exceed \$15,000. Pricing for the optional (Year 4 and 5) contract extensions must also be included with firm "not to exceed" costs.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 COVER LETTER

Proposals must include a single page cover letter that reflects the firm's thorough understanding of MAX's project and objectives, and identifies the proposing firm/organization, project manager and contact information. The cover letter must acknowledge the receipt of all issued addenda to the RFP, if any, and be signed by the individual authorized to propose, negotiate and execute a contract on behalf of the firm.

3.2 FIRM QUALIFICATIONS

The proposal shall include a general description of the firm/organization and its background and experience as it relates to conducting customer surveys and/or previous work with public transit agencies or 3-5 similar projects completed in the last five (5) years. Project information should include sample size, methodology, outcome and budget as well as customer name and contact information (references). Each summary should be limited to one page.

3.3 PROPOSAL AND COST

The proposal shall identify all staff who will be working on this project and their related tasks and background. Identify any work to be subcontracted to another firm(s), and include their firm name, contact information, description of services they will provide, qualifications to perform the tasks, and their fees. Resumes of the project manager and key staff should be included.

Proposals should not exceed 10 pages in length, and must describe the tasks to be completed and a detailed description of how the firm will accomplish the tasks using the guidelines in this RFP. Requirements are included in the Scope of Work in this RFP.

The proposal also should contain a management plan that specifies the number of hours allocated to each project member, total time and cost allocated for each task, and total cost for each component of the project. If subcontractors are used, the plan should identify their work and hours per task and how it will integrate with the work being performed by the prime contractor.

The proposal cost shall be a fixed price for the total cost of the three-year contract, and will show the annual cost for each year of the contract. Payment terms are Net 30 after the firm submits and presents its final report on the annual surveys. The firm must submit an invoice for their work that is consistent with the terms of this contract and does not exceed the fixed, agreed upon amount. Copies of invoices or receipts showing payment for sub-contracted services must accompany invoices.

SECTION 4 – EVALUATION OF PROPOSALS

4.1 SELECTION CRITERIA

The Marketing Committee of the MAX Authority will review proposals, which will be evaluated according to the following criteria:

- 1) Quality of the technical approach and responsiveness to the scope of work
- 2) Related experience of the firm with regard to other projects of this scope
- 3) Related experience of the staff assigned to this project
- 4) Cost of the project
- 5) Quality of the management plan

A contract will be awarded to that responsible bidder whose bid conforms to this solicitation and is the most advantageous to the Authority in terms of qualifications, service, price and other factors. The Authority reserves the right to accept or reject any or all bids, waive informalities and minor irregularities in the bids received, or to enter into negotiations with the preferred bidder.

Submittal of a proposal will signify that the bidder has accepted the whole of the Contract documents, except any conditions, exceptions or deviations that do not result in the rejection of the proposal and are subject to evaluation criteria.

Notification of the award and a Notice to Proceed will be presented in writing to the preferred contractor. Upon receipt of the Notification of Award and Notice to Proceed, the contractor will sign and date the original and return to the Authority. Work on the project shall not commence until a Notice to Proceed is issued and signed.

The evaluation and selection process will be done in accordance with the following schedule:

Sequence of Events	Date
Request For Proposal issued	Monday, June 21, 2010
Deadline for Submitting Clarifications/Questions	Friday, June 25, 2010 @ 11 a.m. DST
Response to Clarifications/Questions	Monday, June 28, 2010
Proposal Deadline and Opening	Friday, July 9, 2010 @ 11 am DST
Marketing Committee Review of Proposals and Recommendation to Board	Monday, July 19, 2010
Authority Board Action on Recommendation	Monday, July 26, 2010
Contract takes effect/Project commences	Monday, July 28, 2010

4.2 COMMUNICATIONS AND QUESTIONS

All correspondence and/or contact with the Authority as it relates to this RFP shall be directed to MAX Project Manager Sherri Betz, Marketing & Customer Service Manager. Bidding firms and their representatives shall not make any contact with or communicate with any members of the Authority or its employees and consultants in regard to any aspect of this solicitation or offers.

Bidding firms may submit written or emailed questions or requests for clarifications or interpretations about this RFP. Questions/clarifications must be directed in writing to the Marketing & Customer Service manager and received by **the deadline of 11 a.m. local time Friday, June 25, 2010**. The Authority will not respond to verbal requests. Written requests may be mailed, faxed, or emailed to:

Sherri Betz
MAX Transit – RFP-Surveys
Padnos Transportation Center
171 Lincoln Ave, Ste 20
Holland MI 49423
Email: s.betz@catchamax.org
Fax: 616.928-2467

Any responses to such written requests shall be provided by MAX in the form of addenda only to prospective bidders who express an interest in submitting a proposal and provide a contact name, company name, phone number and email address for correspondence. Only written responses provided as addenda shall be official and all other forms of communication shall not be binding on the Authority.

If prospective bidders believe that the performance of the work under the Contract is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between the different parts or within any federal, state or local law, ordinance, rule or regulation, the bidding firm shall submit a written request for clarification to the Authority by the deadline specified.

ADDENDA TO RFP

The Authority reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in the written addenda, which shall become part of the RFP. Notification of the addendum will be mailed or delivered to all such prospective firms officially known to have received the RFP and will be sent to their known address, fax or email address by the specified time period.

Failure of any prospective bidder to receive the notification or addendum shall not relieve the bidder from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified.

Prospective bidders shall acknowledge receipt of all addenda in their proposals. It will be the Authority's sole option to disqualify a proposal for failure to acknowledge in the proposal the receipt of the addendum.

If the Authority determines that the addenda requires significant changes in the preparation of proposals, the deadline for submission may be postponed by the number of days that MAX determines is necessary to allow bidding firms to submit revised proposals. Any new due date for proposals will be included in the addenda.

SECTION 5 –PROPOSAL SUBMISSION & INSTRUCTIONS

5.1 SUBMISSION OF BIDS

The Authority will receive sealed, labeled proposals **until 11 a.m. DST local time Friday, July 9, 2010**. Proposals should be submitted to:

MAX Transportation Authority
"RFP-MARKET RESEARCH SURVEYS"
Padnos Transportation Center
171 Lincoln Ave. Ste 20
Holland MI 49423

Proposals must include one (1) original and four (4) copies. Bidder must clearly label the outside of the envelope "SEALED PROPOSAL." The Authority assumes no responsibility for the premature opening of sealed proposals that are not labeled as such.

If the proposal is submitted by mail, it shall be mailed a minimum of three (3) days prior to the submittal date. The proposal envelope shall be postmarked by the US Postal Service or other mail service. Postage meter dates are NOT acceptable. Proposals mailed less than three (3) days prior to the submittal date and received after the submittal deadline will not be accepted. Proposals must be accompanied by a signed statement acknowledging the receipt of any addenda issued to this RFP.

Additional information regarding the submission of proposals may be obtained by contacting in writing only (letter, fax or email) Sherri Betz, Marketing & Customer Service Manager, at s.betz@catchamax.org or by fax at 616.928-2475.

5.2 BIDDER QUALIFICATIONS

In order to be eligible for award, bidders must be responsive and responsible:

- Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting contract. Bids or proposals which do that comply with all the terms and conditions of this RFP may be rejected and non-responsive.
- Responsible bidders are those contractors who, at a minimum, must:

- o Have adequate financial resources, as required during performance of the contract;
- o Able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing business commitments
- o Have a satisfactory record of past performance
- o Have necessary technical capability and experience to perform
- o Provide evidence satisfactory to the Authority that complies with the DBE requirements
- o Certify that it is not on the US Comptroller General's list of ineligible contractors
- o Is qualified to provide the products or services as specified in this RFP
- o Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- o Agree to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

5.3 AWARD OF CONTRACT

This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation; will be most advantageous to the Authority. The Authority reserves the right to accept or reject any and all bids, waive informalities and minor irregularities in bids, or to enter into negotiations with the preferred bidder. The Authority reserves the right, at its sole option, to negotiate with bidders in the event any of the following occurs:

- No bids received
- A single bid is received
- Proposed costs are over budget and/or unreasonable

Notification of award will be in writing by the Authority, and contractor shall submit to the RFP project manager all required insurance certificates, if applicable, and other such documentation as requested or required for products or services.

Upon approval of project award by the Authority Board, a Project Award/Notice to Proceed form will be forwarded to the Contractor for approval and signature. The original form is to be return promptly to the Authority and the contractor is to keep a copy of the form. Work may not proceed until contractor signs the Notice to Proceed.

5.4 PROTEST PROCEDURES

The Authority reserves the right to postpone the bid opening or receipt of proposals for its own convenience. Changes to the specifications will be made by addendum only, and known bidders will be notified. Addenda also will be made public through postings on the Authority's website at www.catchamax.org.

5.4.1 Prime contractors and subcontractors may submit questions, clarifications, or protests about the specifications and proposal in writing

only via mail, fax or email and received no later than 11 a.m. Friday, June 25, 2010.

5.4.2 The Authority will respond to requests under 6.5.1 within 48 hours with responses to all known bidding firms.

5.4.3 A protest by any adversely affected firm regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the Authority's project manager for this RFP within 2 business days before the proposal deadline. The formal written protest shall state the name of the protesting firm, a description of the project, and the facts and law upon which the protest is based, and a statement as to what relieve is requested.

5.4.4 Upon receipt of the protest, the Authority shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, MAX will contact all Contractors and subcontractors who were furnished a copy of the specifications by the Authority that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.

5.4.5 Authority representatives and those of the protester shall meet within 24 hours after receipt of the protest or at such time as mutually agreed upon to discuss all substantive issues raised in the protest. The MAX Transit Director will make a final decision in writing to the protester within five (5) business days. The final decision will respond to each substantive issue raised in the protest. If a written decision cannot be written in this timeline, the protester will be notified in writing of the time extension. Upon issuance of the Authority's written decision, the Authority will issue an appropriate addendum to reschedule the date for bid opening or closing dates for the receipt of proposal.

5.4.6 Protests submitted for reasons other than for resolve specifications or alleged improprieties in the solicitation must be made in writing and received by the RFP Project Manager not more than three (3) business days after the posting of the Notice of Award is made to the participating bidders.

5.4.7 Upon receipt of a protest after the Contract award, the Authority shall immediately determine if work on the project should be suspended until such time as the protest is resolved.

5.4.8 Authority representatives and the protesting firm shall meet within 24 hour after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between Authority representatives and the protester, the Authority will issue a written decision to the protester within five (5) business days. If the written decision cannot be issued within the same time period, the protester will be notified in writing of the time of extension.

5.4.9 The Authority will not open bids, receive proposals or award a contract if a formal written protest has been received and no final

decision has been made by the MAX transit director. After a final decision is made, the Authority will wait a minimum of five (5) business days before opening bids or proposals or before awarding a contract unless:

- The items to be procured are urgently needed;
- Delivery or performance will be unduly delayed by failure to make an award promptly or;
- Failure to make a prompt award will otherwise cause undue harm or loss to the Authority, MDOT or the Federal Government.

5.4.10 The protesting firm may request a reconsideration after a final decision has been issued by the MAX transit director within five (5) working days if new information becomes available that was not previously known or there has been an error of law or regulation.

5.4.11 The provisions of Chapter V of FTA Circular 4220.1B (5/5/88) are hereby incorporated and made part of the rules of the Authority. Protests to the FTA by a protestor must be made in accordance with this circular. FTA will only consider a protest that alleges failure of the Authority to have a written protest procedure or failure to follow such a procedure. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

5.4.12 An appeal or protest may be withdrawn at any time.

SECTION 6 – CONTRACT TERMS & CONDITIONS

6.1 SUBCONTRACTORS –NON-ASSIGNMENT

This project may be funded by financial assistance grants from the Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT). This project may not be transferred or assigned to another firm or subcontractor.

6.2 CONTRACT TYPE & DURATION

The specifications and terms of this RFP serve as the Contract for the project. The contract term is three (3) years with the option to renew the Contract for two (2) years with agreement by both the Authority and selected firm. The Contract for this project shall be a firm, fixed price. The contract shall become effect upon acceptance and award by the Authority and remain in effect until October 2012 and may be extended for up to two additional one year periods (2013 and 2014) with the concurrence of both parties.

6.3 USE OF MACATAWA AREA EXPRESS NAME FOR ADVERTISING BY CONTRACTOR/FIRM

The Authority reserves the right to review and approve any print or broadcast advertising materials related to this project or use of the Macatawa Area Express name or logo prior to its public release. The successful firm will refrain from using the name of the Macatawa Area Express in advertising or public relations programs until submitting materials for review and approval to the Authority. The successful bidder also agrees that use of the Macatawa Area Express name or logo and information relating to this project will be factual, and in no way implies the Authority's endorsement of the firm, its services or products.

6.4 DURATION OF OFFER

All bids or proposals shall remain in effect for a minimum of 60 days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than 60 days for acceptance by MAX will be considered non-responsive and will be rejected.

6.5 PROJECT STARTUP

The contractor agrees to commence work on this project immediately (within 48 hours) upon the effective date of this contract by both parties and the signing of an Award of Project/Notice to Proceed by the Authority.

6.6 COMPLETE CONTRACT

This RFP document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

6.7 PRICING

All quoted prices shall be firm for the duration of the contract and during any negotiated renewal therefore, and shall include all costs associated with delivering the project to the specifications in the RFP. The price contained in the bidder's proposal shall constitute the only charge and obligation to the Authority. Any additional costs incurred from the firm's error or omission will be borne by the firm.

6.8 CASH DISCOUNTS

Discounts offered for payment of less than 30 days will not be considered in evaluating bids for award. Offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

6.9 CONTRACT SUPERVISION

This contract will be overseen by the Authority's Marketing and Customer Service Manager. This designated person shall be responsible for ensuring the project specifications are met and adherence to the contract.

6.10 TAX EXEMPTION

The Authority is exempt from all federal excise tax and state sales and use taxes. However, depending on the situation, the contractor may not be exempt from said taxes and the Authority is making no representation as to any such exemption.

6.11 PAYMENTS

Unless otherwise specified by the Authority in this contract, the terms of payment are Net 30 after receipt of a properly executed invoice, the sum of which is specified herein for products or services rendered in the RFP and this contract. Payments are processed by the Authority after receipt of an original invoice and approved by the MAX Transit Director.

6.12 ADHERENCE TO LAWS, ORDINANCES AND REGULATIONS

The successful firm shall keep itself fully informed of all local, state, and federal laws, ordinances and regulations that may relate to products or services provided under this contract, and shall at all times comply with such.

6.13 RIGHT TO AUDIT

The Authority or its designee shall be entitled to audit all of the contractor's records and shall be allowed to interview any of its employees throughout the term of this contract and for a period of three (3) years after final payment or longer as required by law or regulation in order to verify contractor compliance with: 1) contract requirements; 2) provisions for pricing change orders, invoices or claims submitted by the contractor or its payees

6.14 FTA AND MDOT CONCURRENCE

The award of a contract for this project may be subject to review and concurrence by the US Department of Transportation, Federal Transit Administration or the Michigan Department of Transportation.

6.15. DBE PARTICIPATION

In connection with the performance of this contract, the successful bidder agrees to cooperate with the Authority in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBEs). The policy and obligations for maximum utilization of DBEs are herein set forth:

- (a) Policy – It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this contract.
- (b) DBE Obligation – The Authority or its contractor agrees to ensure that DBE have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, the Authority of its contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 26, to ensure that DBE have the maximum opportunity to compete for and to perform contracts. The Authority and its contractors shall not discriminate on the basis of race, color, national origin, sex or any other protected class in the award and performance of DOT-assisted contracts.

Requirements and goals for DBE participation in this project are as follows:

A minimum of one percent (1%) of the total contract price, as awarded, shall be established as a goal to be made available to certified DBEs. Compliance with the percentage goal may be fulfilled by DBEs performing as either:

1. A member of a joint venture as a prime contractor;
2. An approved subcontractor;
3. An owner-operator of equipment;
4. A renter of equipment to a prime contractor;
5. A firm manufacturing and supplying goods or services used in this project;
6. A firm supplying goods or services used in the project (when supplying goods only 60% will be counted)

Prior to contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses of contract persons, description of work to be performed and dollar values of each proposed DBE subcontract. The information shall be submitted on the attached “DBE Participation Form” furnished with this RFP.

6.16 DEBARMENT & SUSPENSION

Bidders shall complete and submit as part of their bid the Certification of Primary Contractor Regarding Debarment, Suspension, and other Responsibility Matters for all projects when the total aggregate value of the contract exceeds \$25,000. The bidder shall also submit a list of subcontracts and subcontractors which will have a financial interest in this project which exceeds \$25,000 or will have a critical influence on or a substantive control over the project. A Certification of Lower-Tier Participants Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusions shall be submitted by the bidder to the Authority for each listed subcontractor prior to contract award.

During the term of the contract, the contractor will be required to immediately notify the Authority of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of the subcontract; 2) any information that its or its subcontractors certification was erroneous when submitted; 3) any information that certifications have become erroneous by reason of changed circumstances.

6.17 LOBBYING CERTIFICATION

Bidders shall complete and submit as part of their bid the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds \$100,000. The contractor shall also submit a list of subcontracts and subcontractors which will exceed \$100,000. A Certification of Restrictions on Lobbying shall be submitted by the bidder to the Authority for each listed subcontractor prior to contract award.

6.18 INDEMNIFICATION

The contractor agrees to indemnify and hold the Authority, its officers, agents, employees and/or directors harmless from and against any and all claims or causes of action brought against the Authority from any an all damages, losses, expenses, attorney's fees, costs and liabilities sustained by the Authority arising out of any claims against the goods or services supplied by the contractor.

6.19 RIGHTS IN DATA

All printed and electronic data collected, used, stored and analyzed in the completion of this project remains the sole property of the Authority for use and/or publication at its discretion. The contractor may not share, publish or reproduce data in whole or part from this project without expressed written permission and authorization from the Authority, with the exception being agreements with academic institutions.

As authorized by 49 CFR Part 18.34, the government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal government purposes. When FTA provides assistance to the Authority for a project involving planning, research, development or a demonstration, it is FTA's intent to increase the body of mass transportation knowledge rather than to limit the benefits of the project to those parties that have participated herein. Therefore, unless FTA determines otherwise, the recipient of FTA assistance to support planning, research, development, or a demonstration financed under the Federal Transit Act as amended, understands and agrees that, in addition to the rights set forth in this

agreement, FTA may make available to any FTA recipient, sub-recipient, third party contractor, either FTA's license in the copyright to the subject data derived under this contractor or a copy of the subject data first produced under this contract.

6.20 ASSIGNABILITY

The terms and provisions of the contract documents shall be binding upon the Authority and the contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the contractor under this contract may not be transferred, assigned, sublet, mortgaged, pledged, or otherwise disposed of or encumbered in any way without the Authority's written approval by the Authority.

The Authority may assign its rights and obligations under the contract to any successor to the rights and functions of the Authority or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the Authority deems necessary or advisable under the circumstances.

6.21 CONVENANT AGAINST GRATUITIES

The contractor warrants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any official or employee of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this contract.

6.22 CONTRACT PERIOD, EXTENSIONS & CANCELLATION

The contract shall be in effort for the term stated in the specifications. The Authority may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the RFP specifications. All contracts, extensions and cost increases are subject to availability of funds and the approval of the Authority Board (if required). The Authority reserves the right to cancel the contract due to non-appropriation of funds by the Authority Board with 30 days written notice.

SECTION 7 -- REQUIRED FORMS

1. PROPOSAL ADDENDA
2. CERTIFICATE OF NON-COLLUSION
3. DBE PARTICIPATION FORM
4. DEBARMENT & SUSPENSION CERTIFICATE
5. CERTIFICATIONS OF RESTRICTIONS ON LOBBYING
6. COVENANT AGAINST GRATUITIES

PROPOSAL ADDENDA

The undersigned acknowledges receipt of the following addenda to this RFP:

Addendum No. _____, Dated: _____

Addendum No. _____, Dated: _____

Addendum No. _____, Dated: _____

Addendum No. _____, Dated: _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this RFP. Acknowledged receipt of each addendum must be clearly established and included with your proposal submission.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

Name of Individual Representative for Firm

Name of Firm

Address

Authorized Signature

Date

Telephone

CERTIFICATE OF NON-COLLUSION

I hereby affirm under penalty of perjury:

1. That I am the Bidder or an officer or employee of the proposing firm having authority to sign on its behalf;
2. That the attached proposal has been arrived at by the Proposer independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent proposals or competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposer; and will not be communicated to any such person prior to the official opening of the proposals; and
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Name of Individual Representative for Firm

Name of Firm

Address

X SIGNATURE

Subscribed and sworn to before me on this _____ day of _____, 2010.

Notary Public Name

Expiration Date:

Date

DBE PARTICIPATION FORM

A separate form is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name _____
Address _____
City, State, Zip _____
2. Dollar Amount Awarded _____
3. Description of Work to be performed: _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FORM

_____ is committed to utilizing the above named DBE subcontractor/supplier in the manner and amount described in this form.

SIGNATURE _____ Dated _____

5. DBE's COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to perform the work as described above for the amount specified.

SIGNATURE _____ Dated _____

6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE

_____ has no subcontractor opportunities available for work to be performed.

SIGNATURE _____ Dated _____

DEBARMENT & SUSPENSION CERTIFICATION

The primary firm, _____, certifies to the best of its knowledge and belief that it and its employees:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal 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 for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attached an explanation to this certification.

The primary contractor, _____, Certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 32 U.S.C. Section 3801 et seq. are applicable thereto.

SIGNATURE _____ Date _____

Printed Name _____ Title _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ (name), _____ (title),

Hereby certify on behalf of _____ (firm)

That:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in conjunction with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE _____ date _____

Printed Name _____ Title _____

COVENANT AGAINST GRATUITIES

Neither Proposer nor any of its employees, representatives, or agents have offered or given gratuities or will offer or give gratuities in the form of entertainment, gifts or otherwise to any director, officer or employee of the MAX Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the proposer selection or performance of the contract.

The undersigned Proposer certifies that the forgoing is true.

SIGNATURE_____Date_____

Authorized Representative's Name_____