

Utah Transit Authority (UTA)

REQUEST FOR PROPOSAL FOR CONSULTATION & DEVELOPMENT OF A TRAVEL TRAINING PROGRAM

1 Scope of Services

1.1 Introduction

The UTA is seeking a vendor to assist in the development of program and training of staff for a travel training program. UTA desires to operate an education program, referred to as Travel Training, which provides customers with fixed route bus training. Travel Training focuses on elderly and/or disabled clients who are able to use fixed route buses some or all of the time. Customers are identified through the UTA Paratransit eligibility process, care provider requests, transition/vocation trainer referrals, customer inquiry/referral and staff referrals.

1.2 Components of Program

The Travel Training program will consist of four components:

- 1. General Instruction** – basic orientation to the mechanics of the fixed route system, fare structure, reading a schedule, calling a Customer Service Representative or accessing Internet (RIDEUTA) for a trip plan, and one-on-one training to plan for specific trips.
- 2. Group Orientation/Outreach** – basic orientation to the mechanics of the fixed route system, fare structure, reading a schedule, and calling a Customer Service Representative for a trip plan in a group setting.
- 3. Mobility Training** – teaches customer to use the fixed route system including the use of lifts and ramps with a mobility device.
- 4. Destination Training** – a customer is trained, or retrained, to travel to specific destinations gaining the knowledge to use the fixed route system for some or all of their travel needs. There are two levels:
 - **Basic training** – which is generally less than 10 hours in duration (including all documentation time).
 - **Intensive training** – which is generally less than 30 hours in duration (including all documentation time).

The preceding trainings will include some or all of the following:

1. Assessment interview to determine skills and abilities
2. How to read and use system maps and schedules
3. How to access and use the UTA website
4. How to decide which fare instrument to use (cash, token, pass)
5. How to pay the fare
6. How and when to ask for a transfer
7. How to plan a trip, including the use of RIDEUTA
8. Landmark identification
9. Crossing streets safely and other safety related issues

10. How to know when to get off the bus
11. How to let the bus driver know you want off the bus or need assistance
12. Emergency procedures
13. Stranger awareness
14. Hands on experience using lefts and ramps

The Travel Training Program will be provided to a variety of customers including:

1. Customers referred as part of a Paratransit eligibility assessment.
2. Customers who have conditional Paratransit eligibilities that require the use of the fixed route system some of the time.
3. Customers who use Paratransit for a repeated trip (3-5 days a week) and who are capable, with training, to use the fixed route system for this repeated trip.
4. Customers who need training with a mobility device.
5. Customers who have applied for and been denied Paratransit services who seek information and training on fixed route.
6. Customers who are eligible for Paratransit but who are outside the Paratransit service area.
7. Groups who request bus orientation and familiarization services.
8. Other's who request the service.

1.3 Consultation & Development to be provided by Contractor:

1. Method and tools for assessing trainee abilities
2. Successful instruction procedures
3. Methods and tools to evaluate success of program
4. Train in-house travel trainers and UTA supervising staff
5. Timeline for training staff and program start up
6. Provide suggestions for funding travel training

PROPOSAL CONTENTS:

Bidder proposal shall include:

- A description of the agency and its experience related to development, implementation and training of staff for a Travel Training program.
- A description of the agency's philosophy and record regarding promoting independence and integration for persons with disabilities.
- An identification of staff that will assist with the consultation and development of the Travel Training program including resumes.

Cost proposals shall include:

- Total cost for consultation, development and training of staff for Travel Training program.

2 Evaluation Criteria

Utah Transit Authority, in evaluating the proposal data submitted for “Travel Training”, will consider the following aspects of the data. The proposals considered responsive will be evaluated for the following areas of expertise and experience listed in below:

1. Cost of program
2. Time to deliver training and have us up and running
3. Forms, reports etc being used
4. Current programs in place in other agencies/how working

Utah Transit Authority’s procedures for the evaluation and selection of Proposals are designed to provide a comprehensive evaluation of technical capability that, when combined with price (through tradeoffs) will result in the determination of Best Value. As proposals are considered by the Authority to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

3 SELECTION PROCESS

Upon receipt of proposals, the Authority will evaluate and rank the submitted proposals, based upon the evaluation factors as outlined in section 2 above. Given the information submitted, the Authority may select a proposer(s) with whom to negotiate based on original proposals without further negotiation, may ask for more information and/or a site tour from the proposer(s), may conduct oral interviews, may decline to accept any proposal, may elect to re-advertise, or may elect to otherwise procure the needed services in accordance with its policies and procedures. Interviews with proposers prior to selection may be held at the discretion of the Authority but if, in the judgment of the Authority, there is a clear choice based upon ranking of the proposals alone, interviews will not be held.

The Authority reserves the right to award the contract to one or more contractors for each category outlined in the RFP. The Authority may assign projects to successful contractor(s) if and as needed depending upon funding, scope of project, and priorities of the Authority. Contractors that are selected and assigned projects are not guaranteed to receive additional work.

The successful contractor(s) shall perform the services as outlined in the scope of work provided in this RFP, or as may be amended. The Authority reserves the right to select the proposal(s) which in the sole judgment of the Authority meets the needs and requirements of the Authority and demonstrates the ability to effectively interface with the Authority’s organization as part of the contractor’s day to day operation.

The Authority reserves the right to negotiate with the preferred respondent(s) on a basis other than Price. Please refer to RFP Section 4.0 Selection Criteria.

Issuance of this RFP does not commit the Authority to award any contract, to pay any costs incurred in preparation of a proposal, or to procure or contract for services or supplies. The Authority reserves the right to waive any irregularities and informalities or to reject any or all proposals submitted, to re-advertise and to make contract awards in the best interest of the Authority.

4 PROPOSAL DUE DATE

Proposals marked "*Travel Training*" should be sent via email to the attention of **Wes Jones**, at wjones@rideuta.com **no later than 2:00 p.m. MDT on Tuesday, November 16, 2010**. Any proposals received thereafter may be considered non-responsive.

This is a Request for Proposals (RFP) and as such shall be opened and evaluated by a Selection Committee in private. The Authority reserves the right to make the selection on the basis of the original proposals without further negotiation or to conduct oral interviews with the highest scoring proposals.

5 UTA CONTACT PERSON

All communications regarding this RFP, including any questions or scope of service clarifications, should be submitted in writing and directed to: Wes Jones, UTA Contracts Administrator, 3600 South 700 West, Salt Lake City, Utah, 84119 or email to wjones@rideuta.com. Telephone requests for clarification are discouraged.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

The following clauses are requirements from the Federal Transit Administration (FTA) to Utah Transit Authority (UTA), and as such, to the extent applicable, are required as pass through requirements to all of UTA Contractors and Subcontractors. These requirements will be incorporated by reference in the contract to be awarded.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being

performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ %. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **Utah Transit Authority** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Utah Transit Authority**. In addition, **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.** [

d. The contractor must promptly notify **Utah Transit Authority**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **Utah Transit Authority**.

TERMINATION

(For contracts over \$10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit

(Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

ADA ACCESS

ADA Access for Individuals with Disabilities – The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.