

**Central Area Rural Transit System, Inc. (CARTS)  
Transit Service Plan**

---

**Request for Proposal (RFP)**

RFP 2017-11

ISSUING OFFICE:

Central Area Rural Transit System, Inc. (CARTS)

Jennifer Beckmann

Executive Director

PO Box 993

Soldotna, Alaska 99669

Email: [jbeckmann@ridecartsak.org](mailto:jbeckmann@ridecartsak.org)

## Table of Contents

<b>SECTION 1 - INTRODUCTION .....</b>	<b>1</b>
1.1 PURPOSE .....	1
1.2 STATEMENT OF FINANCIAL ASSISTANCE .....	1
1.3 PROCURING AGENCY .....	1
1.4 PROCUREMENT SCHEDULE .....	1
1.5 PROPOSALS.....	2
1.6 DISTRIBUTION OF SOLICITATION DOCUMENTS .....	2
<b>SECTION 2 - SCOPE OF SERVICES .....</b>	<b>3</b>
2.1 INTRODUCTION AND BACKGROUND .....	3
2.2 PROBLEM STATEMENT .....	3
2.3 STUDY GOAL AND WORK PLAN .....	4
2.4 TIMETABLE AND BUDGET.....	4
2.5 PROJECT MANAGEMENT AND REPORTING.....	4
<b>SECTION 3 - INSTRUCTIONS TO PROPOSERS .....</b>	<b>5</b>
3.1 ACCEPTANCE PERIOD.....	5
3.2 PROPOSER COMMUNICATIONS AND REQUEST .....	5
3.3 ADDENDA TO THE RFP .....	5
3.4 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING.....	5
3.5 AUTHORIZED SIGNATURES .....	5
3.6 REQUIREMENTS FOR RFP RESPONSE.....	6
3.7 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION .....	9
3.8 RESPONSE TO PROPOSALS.....	11
<b>SECTION 4 - SPECIAL PROVISIONS .....</b>	<b>13</b>
4.1 CONTRACT DOCUMENTS.....	13
4.2 MODIFICATION TO CONTRACT .....	13
4.3 TERM OF CONTRACT AND RENEWAL .....	13
4.4 RESERVED RIGHTS OF CARTS IN SOLICITATION PROCESS.....	13
4.5 PROTEST PROCEDURES .....	14

## SECTION 1 - INTRODUCTION

### 1.1 PURPOSE

Central Area Rural Transit System, Inc. (CARTS) is seeking proposals from qualified consultants with demonstrated success to develop a Transit Service Development Plan for the Kenai Peninsula, Alaska.

### 1.2 STATEMENT OF FINANCIAL ASSISTANCE

This project is subject to a financial assistance grant between the State of Alaska and the U.S. Department of Transportation.

### 1.3 PROCURING AGENCY

All communication concerning any aspect of this solicitation or offers shall be with the Project Manager. A Proposer may be disqualified from proposing on this RFP if communication is made with an employee or representative of CARTS other than the Project Manager. All communication **MUST BE IN WRITING**. Verbal comments are not part of this solicitation.

Procuring Agency: Central Area Rural Transit System, Inc. (CARTS)  
PO Box 993  
Soldotna, AK 99669

Project Manager: Jennifer Beckmann, Executive Director  
E-mail: [jbeckmann@ridecartsak.org](mailto:jbeckmann@ridecartsak.org)

### 1.4 PROCUREMENT SCHEDULE

CARTS intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all proposers that despite the best intentions of CARTS, delays may ensue and consequently, the schedule could be affected. CARTS shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

At the time of issuance of this RFP, the schedule which will govern this process shall be as follows:

<b>Event</b>	<b>Date and Time</b>
Request for Proposal Issued	Tuesday, March 21, 2017
Non-Mandatory Pre-Proposal Conference Call	<u>1:00 PM (AKDT)</u> Wednesday, April 19, 2017 – 888-392-4560 Code 7062718
Final Questions and Requests for Clarifications due to CARTS	Monday, May 15, 2017
CARTS Responds to Questions and Clarifications	Friday, May 19, 2017
<b>Proposal Due Date</b>	<b>4:30 PM Wednesday, May 31, 2017</b>
Evaluation of Proposals Received	May 31-June 21, 2017
Proposer Presentations/Interviews (if necessary)	Wednesday, June 28, 2017
Anticipated Award	July 1, 2017

## **1.5 PROPOSALS**

In order to be considered for award, proposals must be received by the due date and time. Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the CARTS office located at **50445 Onslow Ave., Kenai, AK 99669** will be the governing time for acceptability of proposals. This RFP does not commit CARTS to award a contract. CARTS will not pay Proposers for any costs associated with preparing responses to this RFP. CARTS reserves the right to accept or reject any or all proposals received as a result of this request for sound, documentable, business reasons, to negotiate with qualified Proposers, to award a contract without discussions/interviews or to cancel in part or in its entirety this RFP for sound, documentable, business reasons.

## **1.6 DISTRIBUTION OF SOLICITATION DOCUMENTS**

CARTS is distributing this RFP and all relevant documents through its web site at [ridecartsak.org](http://ridecartsak.org) and through publication of notices in local newspapers, posting to the Community Transportation Association of America (CTAA) website, and direct notification of vendors known by CARTS.

All addenda and updates to the RFP will be posted at the above referenced web site and sent to all firms who were sent a request for proposal or who have submitted proposals or questions. Prospective Proposers are responsible for checking the web site for addenda and updates to the RFP. Failure to receive an addendum or update does not relieve Prospective Proposers from responsibility for checking the website. Beyond initial email to inform prospective Proposers about the RFP, CARTS will not send communication directly to Proposers.

## **SECTION 2 - SCOPE OF SERVICES**

### **2.1 INTRODUCTION AND BACKGROUND**

CARTS is a nonprofit organization established to provide public transportation to residents and visitors to the central Kenai Peninsula, including the cities of Soldotna and Kenai and communities of Funny River, Kasilof, Sterling, and Nikiski. Currently CARTS provides demand response service during weekday hours and guarantees rides 24 hours a day five days a week, excluding observed holidays.

CARTS' mission is to provide safe public transportation to all service area residents in a timely, courteous, cost effective manner that eliminates duplication, increases agency coordination, addresses service gaps and contributes to the residents quality of life.

CARTS operates on pre-purchased punchcards, and passengers must schedule their rides the day before the ride is needed. CARTS gives the most cost-effective, appropriate ride for that passenger, including those who have disabilities, and all rides are door-to-door. In initial planning efforts, this delivery concept was found to be the most flexible approach to most effectively utilize existing seat capacity, provide for expansion, adjust for economic conditions, and to reach the most riders and employers.

### **2.2 PROBLEM STATEMENT**

In 2010, a study was carried out to analyze and recommend strategies for existing public and human service providers and customers to coordinate delivery of transportation. The completed report described the existing conditions in the region related to transportation, discussed service and other alternatives for meeting the community's transportation needs, and coordination options to provide effective and efficient service.

In 2015, the same group convened to update the Coordinated Plan to meet the requirements for applying for Section 5310 funds through the Alaska Department of Transportation & Public Facilities (DOT&PF).

For a variety of reasons, the majority of implementation activities from the 2010 and 2015 coordination plans have not been realized. While there is a great deal of enthusiasm in the area regarding the need for an efficient transit system, there are differing opinions on how service should be delivered and how it should be paid for. There is also confusion regarding the roles and responsibilities of the participants. One of the larger difficulties is the perception that since CARTS is the public transportation provider and recipient of Federal Funds, it is responsible for implementing and financing all elements of the plan. An additional hindrance is the lack of accurate documentation of transportation services and their corresponding costs. Some agencies are unwilling to coordinate due to the unrealistically low calculation of what it really costs them to provide transportation.

### **2.3 STUDY GOAL AND WORK PLAN**

The goal of this project is to develop a clear, detailed service plan that will ensure more effective public transit service delivery and will also provide the necessary foundation for moving forward with a more equitable and local sustainable funding source for public transit, including buy-in and momentum for implementation that will make CARTS an integral part of the transportation system on the Kenai Peninsula.

Propose a work plan to address the problem statement. CARTS requires a work plan in which the deliverable at each step of the process defines the next steps. Contractor will propose the first step and the factors that will determine the next steps including potential options. CARTS is open to a multi-disciplinary team with the possibility of multiple contractors. Contractor will require approval from CARTS to continue at each step

Provide references and samples of previous work in similar situations.

### **2.4 TIMETABLE AND BUDGET**

At the start of the project, the Consultant will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The Consultant shall update and re-submit the timetable as conditions warrant.

The Consultant will provide a task-by-task budget. The budget will be constructed in a way that allows the consultant and the CARTS Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6-8 months from the date of contract execution. The Consultant may, however, propose a longer timeline if it feels the proposed work cannot be completed within the 6-8 month period.

### **2.5 PROJECT MANAGEMENT AND REPORTING**

The Consultant shall name a single point of contact for the project, and all communications between CARTS and the Consultant shall be through that individual.

CARTS Project Manager for this effort shall be the Consultant's primary contact. Although from time-to-time the Consultant may be directed to talk to others, the Consultant shall keep the CARTS Project Manager advised of all communications with other CARTS staff.

The Consultant will submit regular progress reports to the CARTS Project Manager indicating the status of the project relative to the original budget and timeline. The progress reports shall note any instances of expected deviations from the original project budget and timeline, and shall either describe corrective actions, or offer a revised budget and timeline to meet the new circumstances. Adjustments to the total budget will be strongly discouraged, but re-allocation of existing budget among tasks will be considered.

## SECTION 3 - INSTRUCTIONS TO PROPOSERS

### 3.1 ACCEPTANCE PERIOD

Proposals and subsequent offers shall be valid for a period of 120 days after submittal to CARTS.

### 3.2 PROPOSER COMMUNICATIONS AND REQUEST

- A. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the CARTS Project Manager.
- B. At any time during this procurement up to the time specified, Proposers may request in writing a clarification or interpretation of any aspect or a change to any requirement of the RFP or any addenda to the RFP. Such written requests shall be made to the CARTS Project Manager. The Proposer making the request shall be responsible for its proper delivery to CARTS. CARTS will not respond to oral requests. Any responses to such written requests shall be provided by CARTS in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee, or agent of the CARTS shall be binding on CARTS.
- C. The Proposer's Request for Clarifications must be received by the date indicated in the solicitation schedule located on **page 2 of this RFP**.
- D. If it should appear to a prospective Proposer that the Scope of Services, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to the CARTS within the time period specified.

### 3.3 ADDENDA TO THE RFP

CARTS reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. All addenda and updates to the RFP will be posted at [www.ridecartsak.org](http://www.ridecartsak.org) and sent to all firms who were sent a request for proposal or who have submitted proposals or questions. Failure to receive an addendum or update does not relieve Prospective Proposers from responsibility for checking the website. All addenda issued shall become part of the RFP.

### 3.4 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.

### 3.5 AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work and services. If an individual makes the Proposal,

their name, signature, and address must be shown. If a firm or partnership makes the proposal, the name and address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws that the corporation is chartered, the name and address of the corporation, and the title of the person signing on behalf of the corporation.

### **3.6 REQUIREMENTS FOR RFP RESPONSE**

#### **A. General Information**

Proposers shall submit one (1) original and seven (7) copies of their proposal (total of 8) and (1) electronic copy of the complete proposal in PDF format on a CD, **no later than 4:30 pm, Wednesday May 31, 2017.** Late submittals will not be accepted. Submissions transmitted by facsimile or email will not be accepted.

The original, all copies and the CD must be submitted in a sealed envelope or container stating on the outside the proposers name, address, telephone number, RFP title, due date and delivered to:

**Mailing Address:**

Jennifer Beckmann  
Central Area Rural Transit System, Inc. (CARTS)  
PO Box 993  
Soldotna, AK 99669

**Physical Address:**

Jennifer Beckmann  
Central Area Rural Transit System, Inc. (CARTS)  
50445 Onslow Ave  
Kenai, AK 99611

Proposals content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities. The maximum page limit for the proposal is 20 pages, excluding the letter of transmittal, the table of contents, any section dividers, and resumes.

#### **B. Letter of Transmittal (2 pages maximum)**

The Letter of Transmittal shall be addressed to Jennifer Beckmann, and must, at a minimum, contain the following:

1. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.
2. Acknowledgment of RFP addenda, if any. An "addenda" form is included in the Required Forms and Certifications section of this RFP.



3. Name, title, and contact information for vendor representative who will be the point of contact on all issues regarding this RFP.
4. A statement to the effect the proposal shall remain valid for a period of not less than 120 days from the date of submittal or proposal due date, whichever is later.
5. Signature of person authorized to bind the offering firm to the terms of the proposal.

**C. Table of Contents**

Provide a table of contents that includes a clear identification of the material by section and page number.

**D. Qualifications and References**

1. Describe the company, including history, mission and nature of work, age, number of employees and office location(s).
2. At least one (1) reference is required for each subconsultant with a proposed budget over \$25,000 total for this contract. Provide reference to when the work was completed, such as one reference for a similar project completed in the past three years.
3. Provide a brief biography for each key team member (including key personnel working for each subconsultant). Provide a description of the specific qualifications and capabilities of the staff to be assigned to CARTS contract including licenses, certifications, and years of experience.

**E. Experience and Capacity**

1. Provide a minimum of three projects completed by the Proposer with client contact information that provided services similar to CARTS requirements. Provide the address, phone number, email (if available) and contact name for the clients. Include a brief project description, the project title, duration, budget, sponsoring agency, sponsor project manager, the specific work conducted and roles played by individuals proposed for this contract.
2. Discussion and evidence of successful rural and small urban area Transit Service Plans that Proposer has developed. Proposer must state what public involvement plan and performance measurements it used to determine that the plans have been successful.

**F. Responses to Scope of Work**

1. **Understanding the Required Scope of Work** - By presentation of a well-conceived work plan, this section of the proposal shall establish that the proposer understands CARTS' objectives and work requirements and describes the

proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include a timetable for completing each task.

The proposer may also suggest technical and procedural innovations that have been used successfully on the other projects and which may facilitate the performance of the services and which may not be specifically called out in this RFP. Additional items included in the RFP must be clearly described as additional or optional tasks. Provide a detailed explanation of the approach for completing the work and addressing the tasks identified above.

2. **Management Plan and Approach** - This section should include a description of your team's proposed management plan and approach, reflecting your understanding of the needs, and detailing the expertise of the team, including all subconsultants, in specific area of interest. Describe how your team's expertise will be practically applied to fulfill the Scope of Work, including, how the team will implement the contract, if awarded. This section may include key areas of consideration and the rationale for implementing the contract as proposed.

This section should also describe your approach to client communications and coordination. Describe methods of planning, scheduling, and delivering tasks, and coordination meeting strategies. Describe how the team will provide updated and accurate information to CARTS for the duration of the contract. Describe how management of the team members and subconsultants will be handled, as well as managing budgetary controls and avoiding exceeding resources allocated for specific tasks.

3. **Proposed Staffing Plan and Availability** - Provide an organization chart of the proposed staffing plan, including the Project Manager, responsible for serving as the primary contact with CARTS and the Principal-in-Charge, responsible for contractual matters with CARTS. Describe the specific roles and responsibilities of key team members and indicate the percentage of total contract hours that each member will spend on the contract and any other assurance including the number of other projects involved in as to their ability to provide the requested services in a responsive and timely manner. For all proposed subcontractor key team members, provide a list of current clients, a brief resume describing similar contracts on which they have been involved in and their role in the contract. Full (one-page maximum) resumes may be included in an appendix.

Any substitution of key team members after submittal of the proposal or during the contract will require prior written approval from CARTS. Further, since significant time and effort may be required to educate and train substitute team members, the final contract will include financial and other provisions regarding the replacement of key personnel during the contract term.

**G. Schedule**

Provide an estimated time to complete Scope of Services from contract award, including a milestone chart reflecting start and completion dates by task and major deliverables.

**H. Cost Proposal (Submitted in a separate sealed envelope)**

Proposer must submit a detailed cost estimate including cost of labor and direct expenses. Travel expenses must be a separate line item and will be paid according to the State of Alaska reimbursement schedule. Provide the total staff hours, the labor and expenses and total cost per each task, and a total project cost. CARTS reserves the right to negotiate final contract price for completion of all project tasks. The resulting contract shall be a fixed/firm price type contract.

**I. Proposal Withdrawals**

A proposal may be withdrawn only if CARTS fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a Proposer as a means to submit a late proposal and, as such, will not alter CARTS right to reject a late proposal.

**3.7 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

**A. Review for General Responsiveness**

The proposals will be reviewed by a selection committee made up of representatives from CARTS staff and Board, DOT&PF, and local planning representatives.

Any proposal that does not include enough information to permit the evaluators to rate the proposals in any one of the evaluation factors listed below will be considered non-responsive.

1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to CARTS right to reject any or all proposals, the Proposer will be selected whose proposal, for sound documentable, business reasons, scored the highest based upon consideration of the criteria. During the initial review of proposals, CARTS reserves the right to request clarification of minor issues from any Proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.
2. CARTS will consider all the material submitted by the Proposer and related evidence CARTS may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear

and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.

3. Proposer shall furnish acceptable evidence of its ability to perform and the ability to obtain the necessary personnel when requested by CARTS. Refusal to provide requested information may cause the proposal to be rejected.
4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation team will employ those evaluation criteria set forth in this RFP or in addenda that may be issued.
5. CARTS reserves the right to select proposals that are in a competitive range, conduct discussions, and negotiate price.
6. After reviewing Proposals, CARTS has the right to invite proposers in a competitive range to make a presentation and be interviewed via teleconference or webinar as appropriate. The decision of which Proposers are in a competitive range will be based on CARTS scoring of the proposals and not open to negotiation with Proposers who are, or are not, invited to present their Proposals and be interviewed. Not all Proposers may be invited. Proposers who are invited to make a presentation and be interviewed do so at their own expense and are not guaranteed award of a Contract. CARTS will not reimburse any expenses incurred by a Proposer. Original scoring of the non-price criteria may be modified based on the results of the presentation.
7. Proposers making presentations are solely responsible for communicating their ideas, solutions, and strengths of their proposal within the time limit provided for their presentation and interview. CARTS is not responsible for communication the Proposer fails to provide within the time limit allowed. Proposers will be made aware of the time limit when a presentation and interview are scheduled.
8. It is the responsibility of the Proposer to submit a clear and complete Proposal. Proposers must not assume that they will have another opportunity (presentation, interview, or otherwise) to clarify or further discuss their capabilities/qualifications beyond the Proposal they submit.

## **B. Opening of Proposals**

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation, and selection process. Only the members of the evaluation team and other CARTS officials, employees, and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

**C. Evaluation Criteria**

Proposals will be evaluated and assigned weighted points based upon their relative strength and experience in the following areas. Price is less important than the other technical factors as a whole.

1. Responsiveness and comprehensiveness of proposal - 20 points
2. Understanding of objectives/Methodology and procedures to reach desired outcomes – 30 points
3. Qualifications of individual, firm, or team - 20 points
4. Work plan/schedules/time lines – 15 points
5. Cost and/or fees – 15 points

Note: The formula used to determine the points assigned for cost of services is:

$$(\text{Low Proposal Price}/\text{Price of Proposal Being Evaluated}) \times \text{Points Possible}$$

If the Proposal fails to meet the minimum RFP requirements, the Proposal is non-responsive.

**D. Evaluation Procedures**

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures. CARTS will select for any award the highest scored proposal from a responsible, responsive Proposer, which does not render this procurement financially infeasible. CARTS reserves the right to award to other than the highest priced proposal and to the proposal representing the best value.

**E. Confidentiality of Proposals**

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will become public information.

**3.8 RESPONSE TO PROPOSALS**

**A. Notice of Award**

A Notice to Proceed (NTP) will be provided to the consultant stating the date the consultant can begin work subject to the conditions of the contract. The performance of the contract begins with the NTP date. The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

**B. Acceptance/Rejection of Proposals**

1. CARTS reserves the right to reject any and all responses and proposals received as a result of this request for sound, documentable business reasons.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by CARTS.
3. CARTS may reject a proposal that includes unacceptable deviations.

**C. Cancellation of Procurement**

CARTS reserves the right to cancel the procurement, for sound business reasons, at any time before the Contract is fully approved and executed on behalf of CARTS. CARTS will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

## **SECTION 4 - SPECIAL PROVISIONS**

### **4.1 CONTRACT DOCUMENTS**

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections of the RFP take precedence.

### **4.2 MODIFICATION TO CONTRACT**

#### **A. Written Change Orders**

Oral change orders are not permitted. No change in the contract shall be made unless CARTS gives prior written approval. The Consultant shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by CARTS. A properly executed change order takes precedence over previous executed contract provisions. The change order cannot constitute a cardinal change.

#### **B. Change Order Procedure**

Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Consultant shall submit to CARTS a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Consultant and CARTS. At this time, a detailed modification shall be executed in writing by both parties.

### **4.3 TERM OF CONTRACT AND RENEWAL**

The Contract will be for the creation and submission of Deliverables as specified in this RFP. All Deliverables must be accepted by CARTS to be deemed to meet the requirements of the RFP and resulting contract. Upon Award, the Consultant will begin work and maintain a schedule set forth in the Time Line presented in its Proposal and agreed upon by CARTS.

Change Orders to extend the term of the Contract may be made by CARTS.

### **4.4 RESERVED RIGHTS OF CARTS IN SOLICITATION PROCESS**

CARTS reserves the following:

- A.** CARTS reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- B.** CARTS reserves the right to award to only responsive and responsible proposers.
- C.** CARTS reserves the right to reject any and all proposals for sound, documentable, business reasons.

- D. CARTS reserves the right to remedy or waive technical or immaterial errors in the RFP.
- E. CARTS reserves the right to request any necessary clarifications or proposal data without changing the terms.
- F. CARTS reserves the right to make selection of the Proposer to perform the services required based on the original proposals without negotiations.
- G. CARTS reserves the right to make all final determination as to whether the services and scope of service have been satisfactorily completed.

#### **4.5 PROTEST PROCEDURES**

##### **A. Types of Protests**

There are two types of protests that may be filed regarding this procurement: pre-proposal protests and post award protests. Pre-proposal protests are protests related to the content of this RFP, overly restrictive specifications, or alleged improprieties in the proposal procedure. Post-award protests are protests objecting to the award of a contract after the competitive solicitation process, including an alleged violation of applicable law and/or CARTS policy or procedure relative to the seeking, evaluating, and/or awarding of a procurement contract under this solicitation.

##### **B. Protest Requirements**

A protest will not be considered valid unless it is submitted in writing within the time limits specified herein and contains at least the following information:

1. Name, address, phone number and email address of Protester;
2. Clear identification of the solicitation being protested;
3. Clear identification of the reason(s) for the protest;
4. A statement regarding the relationship of the protester to the procurement sufficient to establish a direct economic interest in the procurement or award (i.e. standing to protest); and
5. A statement of the specific relief being sought.

##### **C. Time Requirements**

A pre-proposal protest must be filed within seven calendar (7) days after the solicitation documents are first issued or after the last addenda is issued. Post-award protests must be filed within ten (10) calendar days of notice of award (measured from the date CARTS e-mails the notice of award to all who submitted proposals). In the event a due date falls on a weekend or national holiday, the period ends at 5:00 PM local time on the next business day.



**D. Protest Delivery**

Protests shall be delivered to the same office and same person to whom the proposal documents were required to be delivered.

**E. Receipt of Protest**

The receipt of a protest will be acknowledged in writing by CARTS to the protester. Notice of receipt of a post-award protest will also be given to the proposer recommended to receive the contract.

**F. CARTS Response**

CARTS shall respond to each valid protest with a written response. The response shall be prepared by the Executive Director for CARTS. A protester may appeal the determination to the CARTS Board of Directors by filing a written appeal with the Executive Director within ten (10) days of the mailing of the response to protester. The Executive Director shall expeditiously refer the appeal to the CARTS Board of Directors.

**REQUIRED FORMS AND CERTIFICATIONS**

**ADDENDA**

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

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, Partnership or Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Authorized Signature) (Title)

\_\_\_\_\_  
(Date) (Telephone)