

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP R41014

Northeast Microtransit Service Zone

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Article I. General Information

Section 1.01 Method of Source Selection

Article §29-153 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Transportation is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of launching a microtransit zone.

The Unified Government Transportation (UGT) Department is Wyandotte County/Kansas City, Kansas public transportation provider, offering convenient, reliable, and safe transportation for the county. UGT fixed-route, paratransit, non-emergency medical transportation, and microtransit services connect the traveling public to employment, educational institutions, entertainment destinations, shopping, and medical facilities. UGT offers a variety of fixed-route (approximately nine fixed-routes) and curb-to-curb service options through our programs. UGT is supported by federal and state funding and local revenue sources. Currently, ridership for all programs is approximately 210,000 annually including seniors, students, and professionals.

UGT offers flexible microtransit services, an on-demand shared ride transit service that operates in a specific radius that includes fixed route access. Microtransit operations are operated through the IRIS app. IRIS is an app-driven premium service. The service utilizes an on-demand dynamic routing model, which picks up and drops off riders in locations within one-quarter mile of their request. The service gets residents within a quarter mile of their destination for a minimal fee within a defined zone. Each service zone has a designated transit transfer hub. With IRIS we have the ability to offer a same-day reservation that offers curb-to-curb transportation options. Currently, UGT microtransit is a zoned area of roughly a 32-mile radius. This service is meant to supplement fixed route in providing connectivity throughout the region.

In November 2023, UGT relaunched its microtransit service by rebranding with the IRIS app and expanding the existing zone from a 10-mile radius to a 32-mile radius. The current service area is Leavenworth Road on the north, N 110th Street on the west, the Kansas River and Metropolitan Ave. on the south, and 42nd St. and I-635 on the east. The service area also connects passengers to the 47th Street Transit Center (Indian Springs), Merriam Town Center Transit Hub, and Turner High School.

[Service Area Map - Midtown to Legends Zone](#). The service operates Monday to Friday from 5:30am to 8pm and on the weekends (Saturday & Sunday) from 7am to 4:30pm. Fare is \$3 per person each way.

UGT expects to continue service within the existing zone, modify the existing zones based on ridership trends and add new microtransit zones at its discretion. Potential new zones may be designed prior to this contract beginning or throughout the duration of this contract.

UGT has identified funding to extend microtransit services to the Northeast part of Wyandotte County.

The proposals should include the ability to add additional resources to respond to medium or high demand, and to ensure the service quality meets the goals outlined in its KPI's. In addition, the proposal should include expenditure operating budgets.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 2.1 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly P. Regan, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will determine the appropriate method to be used.

Kelly P. Regan, Buyer
 913-573-5447 phone
 913-573-5444 fax
kregan@wycokck.org

Section 1.07 Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section 1.08 Alternate Proposals

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

Section 1.09 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

The proposal should specify the anticipated deployment schedule ahead of the service launch date to ensure no disruption in services. The anticipated length of this contract will be October, 2024, through October, 2025.

Proposed Project Schedule Date	Event
AUGUST 22, 2024 2PM CST	Distribution of RFP
SEPTEMBER 2, 2024 2PM CST	Deadline for offerors to submit written questions
SEPTEMBER 9, 2024 5PM CST	Deadline for answering questions from offerors will be provided
SEPTEMBER 19, 2024 2PM CST	Responses Due
SEPTEMBER 2024	Notice to Shortlisted firms selected for interviews (if required)
SEPTEMBER 2024	Notice of Award
OCTOBER 2024	Contract Start

The length of the contract will be from the Contract Start and continue for a term length of 1 year with 3 Optional 1-Year Extensions.

Any extension must be approved by all parties as a written arrangement.

The Unified Government may request additional services to extend the agreement to include project related services not anticipated at the time of this agreement.

At the Unified Government's request the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section 1.11 Location of Work

The location(s) the work is to be performed is at: Transport location will take place from the Offerors main office base.

The proposed Northeast microtransit service area is Fairfax on the North to I70 on the South, N 43rd Street on the West to the Missouri River on the East, with connection points to the 7th Street Transit Center and 47th Street Transit Center, allowing residents access to additional regional route services and the current Midtown to Legends microtransit zone.

The proposed zone provides employment access in the Fairfax area and other local businesses in the area. In addition, the new zone will provide access to local health clinics, supportive services, banking institutions, laundromat services, grocery store access, and more. The zone will include key destinations such as Bank of Labor, BPU, Duchesne Clinic, Empire Candle Company, GM Fairfax, KCK Housing Authority, Kellogg's, Leah's Laundromat on Quindaro, Mt. Carmel Redevelopment Corporation, Pharmacy of Grace, Shalom House, Merc Co+op, Wyandotte County Health Department and more.

[Service Area Map - Northeast Microtransit Zone](#)

Section 1.12 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing,

to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.14 Cooperative Procurement

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section 1.15 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16 Determination of Responsibility

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.17 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

Section 1.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful offeror based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

Tax Clearance for Taxes Owed to Local Governments

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the Local Governments and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. **(Form will be provided by the Unified Government).**

Section 1.20 Notification of Award

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form **(Form will be provided by the Unified Government).**
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full.

Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at businesslicense@wycokck.org (913) 573-8780.

- The Contractor will be required to come into compliance with chapter 11 of the Procurement Code regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-137 through 18-139 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.
- For information regarding compliance requirements, Contact the Procurement & Contract Compliance Department located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or sreed@wycokck.org call (913) 573-5440 for information regarding compliance requirements.
- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.

Section 1.21 Right to Reject Proposals

The Unified Government reserves the right without contest to accept or reject any proposal. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Qualifications or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date, or may choose to negotiate with those submitting proposals.

Section 1.22 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a

proposal prior to the established due date. “Established due date” is defined as either the time and date announced for the receipt of proposals or receipt of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers.

Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals:

- 1) **During Discussions: Prior to Best and Final Offers:** Once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;
- 2) **Minor Informalities:** Minor informalities, unless otherwise corrected by an offeror as provided in this Section, shall be treated as they are under competitive sealed bidding;
- 3) **Correction of Mistakes:** If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes may be corrected and an intended correct offer will be considered only if:
 - a) The mistakes and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn; or
 - b) The mistake is not clearly evident on the face of the proposal, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of the other offerors.

Section 1.23 Mistakes in Proposals Discovered after Award

Mistakes shall not be corrected after award of the contract except where the Purchasing Director or the head of the User Department finds it would unconscionable not to allow the mistake to be corrected.

Section 1.24 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.02 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void.

The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.03 Discussions with Offerors

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.04 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

Section 2.05 Contract Negotiations

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.06 *Failure to Negotiate*

If the selected contractor:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms;

The Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

This contract is a Fixed Price contract.

Section 3.02 *Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 *Insurance Requirements*

The successful Offeror must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Workers' Compensation	
Applicable State	Statutory
General Liability	
Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

1. Additional Insured shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas shall be named as additional insured with respect to the work performed for this contract: (RFP R41014, Northeast Microtransit Service Zone)
2. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days prior written notice to the certificate holder.
3. Certificate Holder:
Provide "RFP R41014, Northeast Microtransit Service Zone" in the "miscellaneous" area of certificate.
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section 3.06 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

A Virtual Payment Option is now available. If you would like to learn more, contact Accounts Payable at 913-573-5250.

Section 3.07 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.08 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

Section 4.01 Agreement with Kansas Law

This Agreement is subject to, shall be governed by, and shall be construed according to the laws of the State of Kansas

Section 4.02 Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Section 4.03 Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.04 Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Section 4.05 Anti-Discrimination Requirements

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry and other grounds prohibited by law. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry and other grounds prohibited by law.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto; Article 11 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, sections 18-137 through 18-139 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Section 4.06 Termination for Default

If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;

- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Section 4.07 Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.

The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.08 Disputes

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.09 Representations

The Contractor makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Unified Government Procurement Code.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Sec. 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10 Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Section 4.11 Availability of Records and Audit

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified

Government its records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.12 Assignment

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.13 No Limit of Liability

Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.14 Indemnification

Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Transition

- a. The Contractor shall work with the Unified Government, its Designated Agent, and the incumbent Contractor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the Unified Government of Wyandotte County.
- b. Upon expiration, termination, or cancellation of the Agreement, the Contractor shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by the Unified Government. The Contractor shall provide and/or perform any or all of the following responsibilities:
 - i. The Contractor acknowledges that the records, documentation, reports, data, etc., contained with the Contractor is property of the Unified Government. Further, the records, documentation, reports, data, etc. shall be provided to the Unified Government by Contractor in a workable, software-compatible format at no cost to the Unified Government.
 - ii. The Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Unified Government. The Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements, and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date.

Article V. Background Information

Section 5.01 Background Information

The Unified Government was created upon the consolidation of the governments of the City of Kansas City, Kansas and Wyandotte County, Kansas, effective October 1, 1997. The consolidation was approved by voters of the City and County on April 1, 1997 and, on March 6, 1998, was upheld by the Kansas Supreme Court. The Unified Government, with a 2020 County population of 169,245, covers 155.7 square miles. There are four cities in Wyandotte County (2020 population in parentheses): Kansas City (156,607), Bonner Springs (7,831), Edwardsville (4,717) and Lake Quivira (53). The remaining balance of the population lives in unincorporated areas of Wyandotte County. The Unified Government / Wyandotte County is located on the eastern border of the State and, along with three other Kansas counties and eight Missouri counties, comprises the Kansas City Metropolitan Statistical Area with a population of approximately 2.1 million.

Pursuant to consolidation, the existing governments of the City and the County were replaced by a governing body composed of a Mayor/Chief Executive and a ten-member Board of Commissioners. Each of eight districts nominates and elects one commissioner. Two at-large commissioners are nominated from two countywide districts comprised of the four northern-most and four southern-most districts. The Mayor/Chief Executive has veto power, which can be overridden by a two-thirds majority of the Board of Commissioners.

A County Administrator is appointed by the Mayor/Chief Executive, with the consent of the Board of Commissioners, and is directly responsible for the daily functions of the Unified Government.

Wyandotte County is a diverse community in terms of population as well as jobs and employment. There are approximately 90,000 jobs in Wyandotte County with the major employment industries being government, healthcare/social services, services (includes professional/technical and administrative services), transportation/warehousing and retail. Top employers in the County include: University of Kansas Health Systems, Kansas City, KS K-12 school district, University of Kansas Medical Center, and Amazon distribution facilities.

Article VI. Project Scope

Section 6.01 Scope of Work

Northeast Microtransit Service - Scope of Work

1.0 GENERAL OVERVIEW

The Unified Government Transportation (UGT) Department requests proposals from qualified service providers to operate, and iterate one (1) microtransit service zone in the Wyandotte County area.

The RFP is designed to encourage flexibility and innovation and aims to solicit proposals from a broad pool of qualified service providers. Bidder feedback is desired and highly encouraged in an effort to develop and implement a cost-effective and productive microtransit service that meets UGT’s goals and objectives. UGT expects to award this procurement to a single vendor. Vendors not capable of providing all operations are encouraged to partner with sub-contractors to propose a complete solution.

- Project Budget:
 - UGT has funding for one (1) microtransit zone.
- UGT Project Team:
 - Deasiray Bush, UGT Director
 - Arlando Young, Transit Manager
 - Irvin Jackson, Operations Superintendent
 - Ramon Smith, Program Coordinator
- Current Microtransit Zones
 - Midtown to Legends - [Service Area Map - Midtown to Legends Zone](#).
- Proposed New Zone
 - Northeast - [Service Area Map - Northeast Microtransit Zone](#)

1.1 PROJECT GOALS

UGT aims to deliver diverse multimodal service choices to travelers, emphasizing high on-time performance, safety, reliability, and affordability. To inform strategic decisions, UGT must assess how microtransit enhances community mobility, improves customer experience, and aligns with operational and economic criteria outlined in this RFP and to be defined during project scoping.

1.2 GENERAL PROJECT DESCRIPTION

1.3 PROJECT BUDGET

UGT has identified funding for the Northeast microtransit zone. The proposals should include the ability to add additional resources to respond to medium or high demand, and to ensure the service quality meets the goals outlined in its KPI's. In addition, the proposal should include expenditure operating budgets.

1.4 CONTRACT SCHEDULE

The proposal should specify the anticipated deployment schedule ahead of the service launch date to ensure no disruption in services. The anticipated length of this contract will be August, 2024, through August, 2025.

1.5 EXPLANATION OF THE PRICE

Contract pricing is based on UGT institutional knowledge, as well as the cost for current microtransit service deployment.

2.0 SCOPE OF WORK

The scope of the work is to expand the existing microtransit zone to the Northeast area of Wyandotte County. The proposed Northeast microtransit service area is Fairfax on the North to I70 on the South, N 43rd Street on the West to the Missouri River on the East, with connection points to the 7th Street Transit Center and 47th Street Transit Center, allowing residents access to additional regional route services and the current Midtown to Legends microtransit zone.

The proposed zone provides employment access in the Fairfax area and other local businesses in the area. In addition, the new zone will provide access to local health clinics, supportive services, banking institutions, laundromat services, grocery store access, and more. The zone will include key destinations such as Bank of Labor, BPU, Duchesne Clinic, Empire Candle Company, GM Fairfax, KCK Housing Authority, Kellogg's, Leah's Laundromat on Quindaro, Mt. Carmel Redevelopment Corporation, Pharmacy of Grace, Shalom House, Merc Co+op, Wyandotte County Health Department and more.

[Service Area Map - Northeast Microtransit Zone](#)

Offerors shall provide personnel and fleet inventory to operate the service area. UGT will provide the software booking application, which is IRIS. [IRIS](#) is an app-driven premium service. The service utilizes an on-demand dynamic routing model, which picks up and drops off riders in locations within one-quarter mile of their request. The service gets residents within a quarter mile of their destination for a minimal fee within a defined zone. Each service zone has a designated transit transfer hub.

Transit Center Locations:

- **7th Street Transit Center**
Connections to 101 State Avenue, 102 Central Avenue, 103 3rd Street/Fairfax, 104 Argentine, 106 Quindaro Avenue, 107 7th Street and Johnson County's 546
- **47th Street Transit Center**
Connections to 101 State Avenue, 102 Central Avenue, 106 Quindaro Avenue, 107 7th Street, 113 Leavenworth Road, 116 West Parallel and Midtown Microtransit Zone.

The aforementioned transit centers will be within the proposed zone. Passengers will have the ability to utilize the transit centers as a origin or destination for other multimodal modes.

The determination of service hours is pending upon the cost proposal submitted by the offeror.

Proposed Service Designs

While UGT currently has an established microtransit zone, ideas for improvement are always welcome. Vendors are encouraged to provide comments, feedback, and recommendations for areas for improvement or design changes and cost efficiencies to best serve the customer. All service design parameters described below are subject to change based upon UGT and vendor recommendations of its current zone which may include zone design, implementation, and subsequent adjustments and refinements of services. UGT microtransit is an extension of and complements the agency's local service; meaning that microtransit should provide similar or better customer access and experience.

a. Hours of Operation

The determination of service hours is pending upon the cost proposal submitted by the offeror. However, UGT operating days and hours in coordination with the existing Midtown to Legends zone is highly recommended. The current Midtown to Legends zone is:

- Sunday – Saturday, 7-days per week
- Monday to Friday 5:30am to 8pm
- Saturday & Sunday 7am-4:30pm
- Adjusted service on recognized Unified Government deemed holidays as follows:

Offerors should account for any additional requirements or resources necessary to support the proposed microtransit zone and service parameters as described within this RFP.

b. Personnel

- Provide all necessary personnel including drivers, mechanics (or maintenance contracts), dispatch (driver support), administrative, and others, to successfully operate the service.
 - Contractor provided qualified drivers with good customer service skills and legally trained for safe vehicle operations.
 - Contractor will conduct appropriate background checks and drug and alcohol testing.
 - Contractor must have local staff available to facilitate drug and alcohol testing.
 - Contractor will provide all technical training and support.
 - Contractor shall provide a dedicated customer support agent within this contract.
 - Contractor shall have supervisors dedicated to this service only with a minimum of 1 available at all times, to oversee daily operations and trainings.
 - Contractor shall report all incidents/accidents to UGT designed staff. The severity of the accident will determine the notification time frame and will be agreed upon within the contract.
- Drivers must maintain a current valid driver license as required in accordance with Kansas law and have an audit process in place to ensure the licenses are not expired or suspended.
- All drivers must be trained and certified to provide wheelchair service.
- Drivers are not permitted to provide services without direct line-of-sight supervision until the staff receives training working with persons with disabilities, as documented by the vendor, and until the staff passes a background check

c. Vehicles

- Vendor supplies vehicles to meet ridership demand and service parameters, the exact number of vehicles required to be agreed upon between the vendor and UGT.
- Vendor shall maintain spare vehicle ratio
- Additional vehicles as required to meet increased service demand or expansion
- Vehicles supplied by the vendor must be at least 75% Wheelchair Accessible Vehicles (WAV) to ensure that complementary service remains within a 5-minute differential between WAV and non-WAV passengers.
- Vehicles to remain in a good state of repair and all maintenance to be managed by the vendor
- Vehicles must be equipped with onboard camera and audio systems.
- Vehicles must be outfitted with driver partitions.
- Vendor must provide and maintain a vehicle roster consisting of agreed-upon specifications of all vehicles.

d. Ride Booking

- The vendor shall provide a tablet-based ride navigation system for efficient service delivery. The tablet must be equipped with necessary software and capabilities to facilitate seamless navigation, and communication with passengers and dispatch. The system should support real-time updates and integrate with existing operational platforms. The vendor shall demonstrate the reliability, security, and user-friendliness of the tablet-based solution in their proposal.
- UGT uses the [Iris Mobile App](#) for **Android** and **iOS**, the [IRIS Booking Website](#). The vendor is required to use the IRIS driver app for their drivers.

e. Trip Characteristics

- Pooled rides of 1 to 12 passengers
- Maximum wait time for pickup: 30 minutes
- Average wait time for pickup: 20 minutes or less
- Percent of ride requests completed: 80% or higher
- Curb to Curb functionality for riders
- Equivalent service standards and pick-up wait times for WAV requests

f. Routing

- A dynamic routing algorithm able to combine trips that generate pick-up and drop-off locations as well as vehicle routing will be issued by UGT via IRIS app.

g. Vendor Administrative Offices and Vehicle Storage Facilities

- A physical location of a local operations office in the metropolitan area.
- Storage, maintenance, fueling, and other facilities necessary to operate the service within the metropolitan area.

h. Incidentals

- All incidentals such as insurance, fuel, repair, and maintenance necessary to successfully, legally, and safely operate the service.

i. Regulations Compliance

- Compliance with Title VI and ADA regulations, as well as EEO.
- Compliance with Federal Transportation Administration (FTA) reporting requirements.
- Any other required items for legally and safely operating a transportation service in Kansas
- Any other required items for legally and safely operating a transportation service in accordance with federal regulations
- UGT may require proof of the above requirements during this contract to ensure all requirements are being met

j. Plans

- Standard operating procedures, safety, and evaluation plans
- A service implementation plan
- Employee Code of Conduct

k. Marketing

In collaboration with the UGT marketing staff the Contractor will partner with UGT's current agency of record to assist in the promotion of microtransit service as a part of the UGT multimodal services. The contractor shall collaborate with the UGT marketing staff and the agency of record in the development of the marketing strategy, marketing plan, collateral materials, and rider communication via the app. Collaboration will ensure these efforts for marketing are on-brand, following best practices, and sharing lessons learned from previous experience. Customer feedback will guide promotions, communications and advertising.

l. Metrics – The Contractor shall provide the following metrics to UGT:

The following metrics will be used to evaluate the microtransit services:

Business Metrics

- Standard National Transit Database data
- Number of passengers per vehicle hour, evaluated on a monthly basis, with a goal of 2 to 3 passengers per vehicle per hour
- Average response time with a goal of 20 minutes or less as a minimum, 30 minutes or less as a maximum
- Number of unique users per month
- Number of repeat users per month
- Number of new riders per month
- Number of free rides per month
- Number of paid rides per month

- Number of active drivers per month (has driven within past 30 days), with additions and subtractions per month.
- Roster of all staff assigned to this contract
- Vehicle inventory, with year, make and model of each vehicle and location of staging
- Percent of shared rides, goal is 50% or higher
- Percentage of trips to/from transit hubs, goal is 25% or higher

Customer Metrics

- Average wait time as measured from the ride request to passenger pick up, goal is 20 minutes or less
- On-time performance as measured from the quoted pick-up time to the actual pick up time, goal is within 5 minutes or less
- Percent of ride requests actually completed goal is 80% or higher
- Equivalent service for customers requiring wheelchair-accessible vehicles (WAVs)

m. UGT Provisions

The following list is a summary of what UGT may offer at no cost to support the launch and operations of the microtransit service. It is assumed that the selected service provider would handle all other aspects.

- To help manage and scale the services:
 - Strategic program oversight
 - Service budget
- To help promote the microtransit service:
 - Marketing support
 - Public sector engagement with local governments and non-profits
 - Private sector engagement with business partners, large employers, etc.
 - Public relations, community outreach, and communications support
 - Limited time discounts to encourage trial
- To help plan and operate the microtransit service:
 - Curb space at UGT transit hubs
 - Guidance on regulatory compliance
 - Guidance on serving customers with disabilities
 - Dispatch support for fixed route and/or paratransit customers needing connections
 - Dispatch support for customers without smartphones
 - Safety and security oversight
 - Customer service and/or customer service support
- UGT will provide the software booking application, which is IRIS. [IRIS](#) is an app-driven premium service. The service utilizes an on-demand dynamic routing model, which picks up and drops off riders in their selected origin and destination locations. Each service zone has a designated transit transfer hub.

n. Timeline

The proposal should specify the anticipated deployment schedule ahead of the service launch date to ensure no disruption in services.

The anticipated length of this contract will be October 2024, through September 2025.

p. Resources

To learn more about the UGT services, review the following webpage link:

<https://www.wycokck.org/Departments/Transportation>

The Department of **Transportation** is soliciting proposals for **Microtransit Services**.

The department wants assistance to **provide on demand transportation in a specific zoned radius**.

The consultant will **DO WHAT**.

The types of staff in Unified Government agencies that the contractor must interview are:

Deasiray Bush, Transportation Director
Arlando Young, Transportation Manager

Other helpful informational material that can be provided to the consultant includes **WHAT**.

[Service Area Map - Northeast Microtransit Zone](#)

[Service Area Map - Midtown to Legends Zone](#)

[UGT Microtransit Webpage](#)

Section 6.02 Deliverables

The contractor will be required to provide the following deliverables:

a. Personnel

- Provide all necessary personnel including drivers, mechanics (or maintenance contracts), dispatch (driver support), administrative, and others, to successfully operate the service.
 - Contractor provided qualified drivers with good customer service skills and legally trained for safe vehicle operations.
 - Contractor will conduct appropriate background checks and drug and alcohol testing.
 - Contractor must have local staff available to facilitate drug and alcohol testing.
 - Contractor will provide all technical training and support.
 - Contractor shall provide a dedicated customer support agent within this contract.
 - Contractor shall have supervisors dedicated to this service only with a minimum of 1 available at all times, to oversee daily operations and trainings.
 - Contractor shall report all incidents/accidents to UGT designed staff. The severity of the accident will determine the notification time frame and will be agreed upon within the contract.
- Drivers must maintain a current valid driver license as required in accordance with Kansas law and have an audit process in place to ensure the licenses are not expired or suspended.
- All drivers must be trained and certified to provide wheelchair service.

- Drivers are not permitted to provide services without direct line-of-sight supervision until the staff receives training working with persons with disabilities, as documented by the vendor, and until the staff passes a background check

b. Vehicles

- Vendor supplies vehicles to meet ridership demand and service parameters, the exact number of vehicles required to be agreed upon between the vendor and UGT.
- Vendor shall maintain spare vehicle ratio
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- A dynamic routing algorithm able to combine trips that generate pick-up and drop-off locations as well as vehicle routing will be issued by UGT via IRIS app.

f. Vendor Administrative Offices and Vehicle Storage Facilities

- A physical location of a local operations office in the metropolitan area.

- Storage, maintenance, fueling, and other facilities necessary to operate the service with the metropolitan area.

g. Incidentals

- All incidentals such as insurance, fuel, repair, and maintenance necessary to successfully, legally, and safely operate the service.

h. Regulations Compliance

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- Compliance with Federal Transportation Administration (FTA) reporting requirements.
- Any other required items for legally and safely operating a transportation service in Kansas
- Any other required items for legally and safely operating a transportation service in accordance with federal regulations
- UGT may require proof of the above requirements during this contract to ensure all requirements are being met

i. Plans

- Standard operating procedures, safety, and evaluation plans
- A service implementation plan
- Employee Code of Conduct

j. Marketing

In collaboration with the UGT marketing staff the Contractor will partner with UGT’s current agency of record to assist in the promotion of microtransit service as a part of the UGT multimodal services. The contractor shall collaborate with the UGT marketing staff and the agency of record in the development of the marketing strategy, marketing plan, collateral materials, and rider communication via the app. Collaboration will ensure these efforts for marketing are on-brand, following best practices, and sharing lessons learned from previous experience. Customer feedback will guide promotions, communications and advertising.

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- Number of new riders per month

- Number of free rides per month
- Number of paid rides per month
- Number of active drivers per month (has driven within past 30 days), with additions and subtractions per month.
- Roster of all staff assigned to this contract
- Vehicle inventory, with year, make and model of each vehicle and location of staging
- Percent of shared rides, goal is 50% or higher
- Percentage of trips to/from transit hubs, goal is 25% or higher

Customer Metrics

- Average wait time as measured from the ride request to passenger pick up, goal is 20 minutes or less
- On-time performance as measured from the quoted pick-up time to the actual pick up time, goal is within 5 minutes or less
- Percent of ride requests actually completed goal is 80% or higher
- Equivalent service for customers requiring wheelchair-accessible vehicles (WAVs)

Article VII.

Section 7.01 Access to and Ownership of Files

The Contractor agrees that the Unified Government shall have access to files created and provided by the Contractor. The Unified Government shall have the right, title interest and ownership of files; (paper and electronic) created as a result of services to be provided by the Contractor.

Article VIII. Proposal Format and Content

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

Any offeror that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal RFP #R41014

“Northeast Microtransit Service Zone”

Two (2) copies, one (1) electronic copy and one (1) original of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

Section 8.01 Cost Proposal

The Offeror should quote a fee for the scope of services outlined in this RFP.

Section 8.02 Performance

How would the Offeror approach the situation if we should experience consistently unresolved performance issues from assigned personnel? Who would be responsible for resolving this type of issue?

Article IX. Evaluation and Selection

Section 9.01 Selection Criteria

Article X. The RFP responses will be evaluated by a UG Selection Committee. This team will use a custom scoring matrix for the project to evaluate and rank the responses. The table below shows the evaluation matrix and total possible points for the site:

Article XI.

Northeast Microtransit RFP Evaluation Criteria and Point System		
	TOTAL POINTS AVAILABLE	POINTS AWARDED
Operational Capacity:		
The applicant has sufficient operational resources (vehicles, drivers, support staff) to manage additional microtransit zones effectively?	5	
The applicant can scale its operations to meet the demand of a new microtransit zone	5	
Technology Integration:		
The applicant has the technological infrastructure to support the proposed zone	5	
The applicant's current technology platform to the specific needs (routing, scheduling, customer management) is adaptable for the proposed zone?	5	
Customer Service and Experience:		
The applicant ensures a high level of customer satisfaction in the new microtransit zone	5	
The company has a dispatching call center	5	
The applicant has measures in place to handle customer feedback and adapt services based on customer preferences	5	
Scalability and Flexibility:		

The applicant demonstrates that the operational model can be scaled or adjusted to meet changing demands or seasonal variations in the microtransit zone	5	
The applicant can adapt its services if demand patterns differ significantly from existing zones	5	
Performance Metrics and Monitoring:		
The applicant has key performance indicators (KPIs) to measure success in the new microtransit zone	5	
The applicant has a system in place to track and report fare	5	
The applicant aims to complete on-time performance metrics	5	
The applicant targets minimizing service disruptions	5	
The applicant has procedures in place to address safety concerns	5	
Team Background		
The team includes professionals whose experience and expertise are aligned with the designated scope of work	5	
The team has at least 5-10 years of experience in the transportation industry	5	
The company is located in the Kansas City Metro Area	5	
The company demonstrates that they have a strong history of successful projects that have not been defaulted upon	5	
The company has no ongoing litigation	5	
Adherence to RFP Requirements		
	5	
TOTAL SCORE		

Signatures

By submission of this proposal, the undersigned certifies that the Offeror has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

County: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____