

## Request for Proposal

*for*

### FIXED ROUTE SCHEDULING SOFTWARE



711 Grand Street, Suite 110

San Rafael, CA 94901

Tel: (415) 226-0855

[www.marintransit.org](http://www.marintransit.org)

Service Requested:	Scheduling Software for Fixed Route Services
Contract Type:	Software
Duration:	5 Year (minimum)
Date Issued:	May 14, 2019
Proposals Due:	June 4, 2019 at 3:00 pm
Oral Interviews & Software Demo (if needed):	June 10 & 11, 2019
Anticipated Award:	July 1, 2019

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## MARIN TRANSIT REQUEST FOR PROPOSALS

### FIXED ROUTE SCHEDULING SOFTWARE

#### SECTION 1 – GENERAL INFORMATION

##### 1.1 OVERVIEW OF DISTRICT

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The Marin County Transit District (Marin Transit or District) was formed by a vote of the people of Marin County in 1964 and was given the responsibility for providing local transit service within Marin County. Although Marin Transit has responsibility for local transit services, it does not own any facilities and does not employ its own operators. Instead, Marin Transit contracts with public, private, and nonprofit providers for local bus and paratransit services.

##### 1.2 INTRODUCTION

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Marin Transit requests Proposals from qualified vendors to provide scheduling software to support its fixed route operations. Bidders should review the requirements for the software detailed in Section II and submit a response in conformance with the proposal requirements shown in Section III. The District expects to award to the top bidder based on the selection criteria outlined in Section III.

This RFP is open to all firms with the ability to provide the stated requirements listed in this Solicitation. This RFP consists of the following key documents:

Section I – General Information

Section II – Scope of Work

Section III – Proposal Requirements

Exhibits – Materials and Certifications to be accepted or submitted by Proposers

##### 1.3 DEFINITIONS

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As used in this RFP:

**Addendum.** The term “Addendum” means a written revision to this Solicitation document, issued and posted on the Marin Transit website for all Prospective Proposers to review.

**Contract or Agreement.** The term “Contract” or “Agreement” means the Contract for the fixed route scheduling software entered into between Marin Transit and the successful Proposer in this procurement.

**Contractor.** The term “Contractor” means the individual, vendor, firm, company, corporation, partnership, or association executing the Contract, as the entity providing the services described in this RFP.

**Days.** The term “Days” means calendar days, unless otherwise specifically indicated.

**Federal Transit Administration (FTA).** The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

**Marin County Transit District.** The term “Marin County Transit District,” “Marin Transit,” and “District” means the Marin County Transit District, which is the transit district for Marin County, California.

**Price Proposal.** The term “Price Proposal” means the portion of the Proposal submitted in response to the Request for Proposals which represents the Proposer’s total Contract price proposed.

**Project Manager.** The term “Project Manager” means the individual who is responsible for oversight of this Contract and is the point of contact for issues that arise during the Contract.

**Proposal.** The term “Proposal” means the response submitted by the Proposer, and any interview and exercise, pursuant to the issuance of this Request for Proposal.

**Proposer.** The term “Proposer” means any person or firm who submits a Proposal in response to this RFP.

**Prospective Proposer.** The term “Prospective Proposer” means any person who indicates an interest in responding to this RFP.

**Solicitation.** The term “Solicitation” means this RFP.

#### 1.4 PROPOSAL TIMELINE

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Task	Date <sup>1</sup>
Request for Proposals issued by Marin Transit	May 14, 2019
Deadline for receipt of written questions and requests for addenda – 3:00 p.m. PST	May 21, 2019
Marin Transit responses and addendum issued	May 24, 2019
Proposals due – 3:00 p.m. PST	June 4, 2019
Oral Interviews & Software Demo (if needed)	June 10 & 11, 2019
Contract award (anticipated)	July 1, 2019

1. Marin Transit reserves the right to alter the dates shown above by written notice.

## SECTION 2 – SCOPE OF WORK

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While this RFP provides certain minimum criteria, responding firms should design their submissions to best meet the current and potential future needs of the District.

### 2.1 SOFTWARE REQUIREMENTS

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The District is seeking a web-based, hosted scheduling software system for its fixed route services. The system, at a minimum, will need to support the following basic functionality:

- Management and development of schedules, including the ability to build and modify from a database of route patterns, stops, and timetables.
- The ability to assign garage, routes, and certain vehicle types to specific contractors and specific routes while using logic or parameters that respect these assignments.

- The ability to assign headsign codes to route patterns.
- Visual mapping interface where users can define and view routes, stops, relief points, break points, and garage locations.
- The ability to export feeds for third-party app developers and online trip planning tools, including Google Transit Feed Specifications (GTFS) and the Bay Area's Regional 511 data manager.
- The ability to export schedule, block, and runcut operational inputs needed to support the District's AVL system (provided by GMV Syncromatics).
- A reporting and statistics module that includes block and runcut metrics such as total distance, revenue distance, total hours, revenue hours, pull out and pull in time, total number of buses required, and other efficiency measurements. These metrics should be reportable for the system as a whole and by route.
- Easy to read, detailed, printable and exportable stop lists, patterns, blocks, rosters, timetables, headsign codes, driver turn sheets (lefts and rights) and employee lists in Excel format and editable Word formats. Submittal of examples is highly desirable.
- **Optional:** An interface that enables users to review multiple blocking and run-cutting options based on desired service levels and allows for the simultaneous comparison of these schedules for final selections.
- **Optional:** The ability to import actual runtimes from the AVL system and compare to scheduled times to determine areas of consistent late/early activity and to highlight recommended adjustments.

## SECTION 3 – PROPOSAL REQUIREMENTS

### 3.1 PROPOSALS

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Proposers must provide one digital copy of their response by the submittal deadline. Submittals can be emailed to the District's contact or provided through a physical submission of a flash drive that includes the digital file. Proposer must obtain confirmation of receipt from the District's contact in order to consider the response submitted.

Proposals should be prepared simply and economically, and avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this section. Failure to adhere to the following format may be cause for the District to reject the proposal as non-responsive.

Marketing collateral may be submitted to supplement proposer's written response if it assists in demonstrating the functionality of the software.

Proposals shall be organized in the following format:

#### 1) Cover Letter

- a) Identify the prime Contractor and describe any subcontract arrangements
- b) Identify the person who is authorized to negotiate for the team
- c) Identify the Project Manager who will be the primary point of contact for administering the Scope of Services

- d) Indicate that the Proposal represents a firm binding offer for 120 days
  - e) Acknowledge receipt of all addenda by addendum number
  - f) Indicate if Proposer, and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) bankruptcy within the last seven years. Proposer must provide detailed information concerning such bankruptcy. Proposer must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations
- 2) Relevant Experience:** Describe your firm's experience as it relates to this Contract. Experience should reflect Proposer's knowledge of scheduling software, public transportation, industry best practices and an ability to provide a high level of customer service.
- 3) References:** Provide at least three relevant references including:
- i) Name and address of client
  - ii) Description and terms of services provided
  - iii) Name of the individual responsible for administering and monitoring the contract for the client organization, and an email address and telephone number where that person can be reached.
- 4) Scope of Work**
- a) Response should demonstrate the proposed software can meet the requirements outlined in this RFP. Response should specifically address if proposer's software is capable of meeting the minimum requirements and/or if proposer is planning to make planned updates or custom changes to an existing software product to meet the District's requirements.
    - i) If updates or custom development is needed, proposer should specify the level of effort anticipated to meet the District's requirements and associated timeline to complete this development work.
    - ii) Proposer should detail assumptions for developing the District configuration that includes time the proposer will need to build baseline schedules and system, along with the time commitment needed from District staff to support this process.
  - b) Response can include screenshots or other visual examples of the software user interface if it helps to demonstrate software capabilities. **Note:** The District may request full functionality through a demonstration as part of the Oral interviews, if deemed necessary. District staff may also request a demo account as part of the evaluation.
  - c) Response should identify the training schedule for staff, including duration and number of staff. Specify how future training will be performed for users who do not participate in initial training.
  - d) Response should identify the total number of users and number of concurrent users available to access the system.
  - e) Response should identify acceptable system down time and how customer support is administered.
  - f) Response should specify how the vendor will provide the client with changes to the software (updates, fixes, enhancements). The response should address whether the vendor will provide new feature development outside the District's current requested scope as part of the fees or if these features will be priced separately and offered as separate add-on options.

- g) Response should specify assumptions for computer or server hardware and any external software needed to support operation of the proposed software product. Proposer should identify if these are provided as part of the proposal or if it is assumed the District will provide these supportive components. If Proposer provides them, the vendor should include costs for these components in the price proposal.
  - h) If possible, response should provide examples of sample standard reports (blocks, paddles, stop sequence, etc.) generated by the software as requested in the Scope of Services.
- 5) **Timeline:** Proposer should identify an overall implementation schedule that assumes a July 1, 2019 award date. This schedule should include network setup time, staff training, and any other mobilization tasks and associated timelines.
- 6) **Price Proposal:** Proposer must provide a detailed price proposal showing all associated costs of the software and the billing schedule (monthly/annual/one-time).
- a) Price proposal should state any assumptions for costs based on certain quantities or buses, routes, users, etc. If pricing is tied to a specific quantity or range, proposal should describe how changes to these assumptions would impact pricing. For example, if vendor pricing is based on the number of vehicles will the pricing formula change if the District expands its fleet size by 25%.
  - b) Pricing should be offered for a minimum of five years, and any escalation associated with pricing in future years should be included. Pricing beyond the five-year period should also be provided.
  - c) Pricing should include any additional software or hardware components required to operate or support the hosting of the software.
  - d) Pricing should include any initial training and future training needed for new staff.
  - e) Pricing should include costs associated with report development above minimum requirements outlined above.
- 7) **License Agreement:** Proposer must provide a copy of their software license agreement.
- 8) **Required Forms:** Complete and include all the forms included in:
- a) Exhibit A (California Levine Act)
  - b) Exhibit B (Non-collusion Affidavit)

### 3.2 QUESTIONS

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Potential Proposers are invited to submit written questions related to this proposal by email by May 21, 2019 at 3pm PST. Questions pertaining to this RFP, the Scope of Services, or the proposal should be directed to:

Kelly Zalewski  
Senior Operations Analyst  
415-226-0872  
kzalewski@marintransit.org

Questions and answers received during the open question and answer time will be provided on Marin Transit's website (<http://www.marintransit.org/purchasing.html>). It is the responsibility of the Proposer

to visit Marin Transit’s website to obtain the question and answer information as well as any other updates to this RFP.

### 3.3 PROPOSAL SUBMITTAL PROCEDURE

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The proposal will be submitted in accordance with the following requirements:

1. The proposal will be transmitted with a cover letter as described above.
2. A digital copy of the proposal will be emailed to [kzalewski@marintransit.org](mailto:kzalewski@marintransit.org) or addressed to:  
  
Marin Transit  
711 Grand Avenue, Suite 110  
San Rafael, CA 94901  
Attention: Fixed Route Scheduling Software
3. The proposal will be dispatched in order to be received at the above address no later than the time specified in the proposal timeline. Proposer must receive confirmation of receipt from District prior to the deadline for the submittal.

### 3.4 PROPOSAL EVALUATION AND AWARD PROCEDURE

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District staff will evaluate all written responses that fulfill the requirements of the RFP. Marin Transit may request proposers to provide a demonstration of the software and/or provide the District with an account that enables staff to test the functionality of the software. This is a most cost-effective procurement, and Marin Transit reserves the right to award to a Proposing firm other than that of the lowest Price Proposal. Evaluation of Proposals will be based on the criteria shown in the table below.

Criteria	Available Points
Cover Letter/Executive Summary	5
Scope of Work	
Ability to Meet District Minimum Requirements	20
Training Plan / Ease of Use	10
Implementation Timeline/Process	5
References / Past Experience with Similar Agencies	20
Price Proposal	40
<b>TOTAL</b>	<b>100</b>

### 3.5 ADDITIONAL CONSIDERATIONS

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#### Solicitation Disclaimer

Marin Transit reserves the right to withdraw this RFP at any time without notice. Marin Transit reserves the right to reject any and all responses. Marin Transit reserves the right to award to other than the low-cost Proposer. All responses to this RFP become the property of Marin Transit upon submission. The costs of preparing a Proposal and participating in an interview are at the sole expense of the Proposer.



**Confidentiality**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between Marin Transit and Proposer will be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to Proposer's competitive position if disclosed, Proposer will request that Marin Transit withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential.

**Protests**

A copy of Marin Transit's written protest procedures is available upon request.

**Changes in Scope-of-Work**

Without invalidating the Contract, Marin Transit may order additions to or deletions from the work to be performed.

**Pre-contractual Expenses**

Marin Transit will not be liable for any pre-contractual expenses incurred by any Proposer, or selected Proposer. Pre-contractual expenses are defined as expenses incurred by Proposers and selected Proposer in:

- Preparing Proposal in response to this RFP
- Submitting Proposal to Marin Transit
- Negotiating with Marin Transit on any matter related to Proposal
- Incurring other expenses by Proposer or selected Proposer prior to date of award of any Agreement

Proposer will not include any such expenses as part of the price proposed in response to this RFP. Marin Transit will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

**Verbal Agreement or Conversation**

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of Marin Transit will affect or modify any terms or obligations of this RFP or any Contract resulting from this procurement.

**Special Funding Considerations**

Any Contract resulting from this RFP will be financed primarily with funds available from Marin County's Measure AA Transportation Sales Tax and Marin County's Measure B Vehicle Registration Fee. The Contract for this service is contingent upon the receipt of these funds and annual budget approval of the Marin Transit Board of Directors. In the event that funding from these sources is eliminated or decreased, Marin Transit reserves the right to terminate any Contract or modify it accordingly.

**Withdrawal of Proposals**

Any Proposer may withdraw his/her Proposal received by Marin Transit, either personally or by telegraphic or written request, at any time prior to the time fixed for receiving Proposals. Negligence on the part of the Proposer in preparing his/her Proposal confers no right of withdrawal or modification of the Proposal after such Proposal had been opened.

No Proposal may be withdrawn for a period of 120 Days after the date and time for receiving Proposals.

**Insurance/Indemnity**

At its own expense, Contractor will obtain and maintain for the duration of the Contract insurance policies and endorsements as required by Marin Transit.

**Ownership of Proposals and Data**

All Proposals and related information submitted by any Proposer, including the selected Contractor, to Marin Transit, will become the property of Marin Transit. None of the material submitted will be returned to any Proposer and may be made available under California Government Code section 6250, et seq.

All records, data, and related material collected and used in conjunction with the completion of the Agreement will be owned exclusively by Marin Transit. Proposer will not remove any records from Marin Transit property without receiving express permission to do so.

**Compliance with the Levine Act**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract.

Proposers must submit as part of their Proposal the "California Levine Act Statement" found in Exhibit A.

**Governing Document**

Any item of work contained in either the RFP or the Proposal will be performed by Contractor as though it appeared in the executed Agreement. In the event of any conflict, the terms of the Agreement and the RFP govern over the Proposal unless specifically stated otherwise.

EXHIBIT A: CALIFORNIA LEVINE ACT STATEMENT

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California Government Code § 84308

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a Contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the Contract award, and for three months following the final decision, from the person or company awarded the Contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

Marin Transit’s Board of Directors Include:

Damon Connolly  
Katie Rice  
Kathrin Sears  
Dennis Rodoni  
Judy Arnold  
Stephanie Moulton-Peters  
Kate Colin  
Eric Lucan (alt)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Marin Transit Board Member in the 12 months preceding the date of the issuance of this request for qualifications?

\_\_\_ YES \_\_\_ NO

If yes, please identify the director: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Marin Transit director in the three months following the award of the Contract?

\_\_\_ YES \_\_\_ NO

If yes, please identify the director: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude Marin Transit from awarding a Contract to your firm. It does, however, preclude the identified director(s) from participating in the Contract award process for this Contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

EXHIBIT B: NONCOLLUSION AFFIDAVIT

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**Public Contract Code § 7106**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on the following date:

Date: \_\_\_\_\_

Proper Name of Proposer: \_\_\_\_\_

City, State: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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