

Charlevoix County Transit

Request for Proposals – Transit Master Plan 2017-0031-P7

Direct Questions To: Jill Drury, Director
Charlevoix County Transit
jdrury@cctransit.org

Submit questions by 15 days prior to the due date

Date Issued: _____, 2019

Proposals Due: _____1, 2019 @ 1:00 p.m. local time

Proposer Name: _____

Proposal Price: \$ _____

Submit To: Jill Drury, Director
Charlevoix County Transit
1050 Brockway
Boyne City, MI 49712

PROPOSER READ AND COMPLETE

The undersigned certifies that he/she offers to furnish materials and services in strict accordance with all requirements set forth in this proposal.

Signature

Date

DUN or Federal ID#: _____
(Precede with "S" if Social Security #)

BACKGROUND INFORMATION:

Charlevoix County Transit (CCT), established in 1980, is a department of county government providing county-wide transportation services to Charlevoix County. CCT's 2017 ridership was approximately 90,000. CCT operates with a .25 mill county-wide millage, has 35 employees, and operates with a fleet of 20 vehicles.

SCOPE OF WORK:

CCT is seeking a firm to complete a Five Year Master Transit Plan. This plan shall identify future growth in the county and how Transit can adapt to meet those needs. The plan will include a survey of county residents to determine knowledge of the service, use by county residents, destinations and trip generators. The survey should also contain a method of measuring residents' support for the current level of financial support (millage and fares) and possible enhanced levels of both. Every resident of Charlevoix County should have a reasonable opportunity to view and respond to the survey. Based on this information along with an analysis of projected growth in the county, the selected proposer will develop possible service options, including operational and capital requirements for the near future and for the next 5 years.

Deliverables:

- Design survey(s) in conjunction with CCT staff, conduct survey, provide final report on survey results.
- Conduct survey(s) on Mainland Charlevoix County and Beaver Island. Surveys can be conducted via a variety of methods including online, paper questionnaires, townhall meetings with information gathered via paper or electronic means, other methods as approved by CCT.
- A summation including information regarding current use, ridership needs and current operations information.
- Successful proposer shall include recommendations for future improvements/efficiencies in demand/response and/or flexible routes, service and technology options, fares, future needs and expandability of near term service with current fleet.
- A draft report which will be reviewed by CCT staff prior to final report completion. This should be presented 30 days prior to final report.
- Final product should represent a 5 Year Plan for improvements, changes, and expansion of service.
- Present final report in writing and in person or via webinar to Transit Board, County Board of Commissioners and other interested parties.

Business Organization. State the full name and address of your organization and, if applicable, the parent or subsidiary entity that will perform or assist in performance of the work contained in your proposal or will provide any assistance. Indicate whether you operate as an individual, partnership or corporation; if as a corporation, include the state in which you are incorporated. All respondents must indicate their organization's DUN or Federal ID#: (Precede with "S" if Social Security #).

Proposal Submittal **Deliver two (2) copies of proposal to:**

Jill Drury, Director
Charlevoix County Transit
1050 Brockway
Boyne City, MI 49712

The RFP Cover Page (Page 1) must be signed in ink by an official of the proposing organization, providing authorization to bind the proposer to the provisions of the RFP and the proposed project price. The completed RFP Cover Page (Page 1) must be returned, as well as a copy of the signed Federal Contract Clauses for Professional A&E, to be considered complete proposal submission.

Proposals will be received until 1:00 p.m. EST on _____, 2019 at

Charlevoix County Transit
1050 Brockway
Boyne City, MI 49712

Submitted proposals and prices will remain valid for 180 days after the proposal due date. Submitted proposals will become the property of CCT and will not be returned.

QUESTIONS:

Questions must be submitted in writing to Jill Drury, CCT Director at jdrury@cctransit.org by 10 days prior to the proposal due date. CCT will respond to the questions within five business days. Questions and answers will be sent to all firms sent an RFP or who have submitted questions or proposals and will be posted on CCT's website at http://www.charlevoixcounty.org/county_transit/. Verbal comments are not part of this solicitation.

STATE AND FEDERAL REQUIREMENTS:

This project is funded by federal and state grants. The federal contract clauses for this RFP are Professional and A&E Less Than \$150,000, as attached and available on the internet at: <https://mdotjboss.state.mi.us/webforms/GetDocument.htm?fileName=3168.pdf>. Copy of signed Contract Clauses MUST be submitted with proposal.

The selected firm may have to have a 3rd party subcontract approved by the Michigan Department of Transportation.

LATE SUBMISSIONS:

Offerors are responsible for submitting offers so as to reach CCT on time. The entire proposal must be received, not merely a portion of it. Moreover, no acts of God or similar factors will excuse lateness.

MODIFICATIONS AND WITHDRAWALS OF OFFERS:

Proposals may be withdrawn in writing at any time prior to the due date and time. A proposal may also be withdrawn in person by a proposing firm, provided the withdrawal is made prior to the due date and time. The proposing firm must sign a receipt of withdrawal. No proposal may be withdrawn after the due date unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date and time. CCT shall require proof of agency from person withdrawing proposal.

PROPOSAL EVALUATION FOR AWARD:

The proposals will be evaluated using the selection criteria below which are listed below in order of importance, although the second, third and fourth criteria are equally weighted. Price is less important than the other technical factors as a whole.

All proposals will be evaluated by a Selection Committee consisting of the Director, operations manager and representative of the CCT board. The Selection Committee may be assisted by other technical personnel as deemed appropriate for the purpose of selecting the proposer with whom a contract will be executed. Representatives from the firm(s) in a competitive range may be invited to meet in person with the Selection Committee before final selection is

made. Original non-price criteria may be modified based on the results of the interview.

CCT reserves the right to cancel the solicitation or reject any and all proposals in whole or part for sound, documentable, business reasons. CCT also reserves the right to award to other than the lowest priced proposal and to the proposal representing the Best Value to CCT. CCT reserves the right to waive any minor informalities or irregularities and to use whatever reasonable and prudent evaluation techniques it deems appropriate

Prior Experience: Experience will be measured by experience on projects similar to that described in the scope of work. Evaluation will be based on samples of work and explanations of similar services offered to clients that yielded results and demonstrations of measurable impact of the bidder's work

Understanding the Context and Purpose: A determination will be made of the consultant's understanding of the project purpose, the regional context, and aspirations for CCT. Evaluation will be based on the response provided in the proposal.

Capability and qualifications: The capability of a prospective proposer will be evaluated under the terms of the RFP, relative to having a staff with the qualifications needed to successfully complete the project. The proposer's professional and project staff that work on the project must be the same staff that is identified in the proposal.

Method of Approach: This refers to the technical soundness of the proposer's stated approach to the project, the comprehensiveness of the proposed approach, and the techniques to be used. The proposal should describe the approach and techniques used to achieve each item in the scope of work.

Price: Proposals will be evaluated using the following formula: lowest proposal price/price being evaluated x points possible.

TYPE OF CONTRACT AND DURATION:

Survey work will be completed within four months after contract has been signed, and final report should be issued within 90 days after surveys are completed.

This will be a firm, fixed price contract.

TERMS OF PAYMENT:

The contractor will submit invoices to CCT. Upon acceptance of invoice, CCT will submit a request for reimbursement to the State of Michigan which will take a minimum of forty-five (45) days to be processed. CCT will issue payment within 30-45 days receipt of invoice.

No payment will be submitted to the State of Michigan for reimbursement until CCT verifies that the project meets the RFP specifications. CCT will submit progress payments with sufficient documentation. All invoices shall be itemized.

PROTESTS:

All protests pertaining to the proposal award shall be addressed in writing to CCT within five (5) days following award. CCT will review respond within ten (10) days of receiving the protest. CCT is the final arbitrator on any question or dispute. This “disputes” clause does not preclude consideration of questions of law in connection with decisions provided for above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law. Protests shall contain:

- a) The name and address of the protester
- b) Identification of the project
- c) A statement of the grounds for the protest and any supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest may be permitted only at the sole discretion of CCT.
- d) The relief desired of CCT.

CONTRACTOR FURNISHINGS:

The contractor shall provide all supervision, labor, materials, supplies, parts, tools, transportation and equipment necessary to perform the scope of this project.

INDEMNITY PROVISIONS:

The contractor shall indemnify, defend and hold harmless CCT, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a) the product provided, performance of the work, duties, responsibilities, actions or omissions of the contractor
- b) breach by the contractor or any representation of warranty made by the contractor in the contract
- c) occurrences that the contractor is required to insure against as provided for in this contract
- d) death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage
- e) any claim, demand, action, citation or legal proceeding against CCT, its employees and agents which results from an act or omission of the contractor or any of its subcontractors in its or their capacity as an employer or person

ASSIGNMENT:

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

IMPACT OF FEDERAL, STATE, AND LOCAL TAXES:

CCT is exempt from Federal, State, and local taxes and will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

DISPUTES:

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.

EXAMINATION OF RECORDS:

The proposer who is awarded the contract agrees that the auditor of CCT or an authorized representative from the State of Michigan shall have access to, and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of this contract. All records relating to the awarded contract shall be retained for three (3) years after the date of final payment or completion of any required audit.

Compliance with this clause does not relieve a contractor from retaining any records required by other laws or regulations of federal, state, or local government units.