*Proposal Signature Page*

**ARENAC PUBLIC TRANSIT AUTHORITY (APTA)**

**Request for Proposals – Transportation Needs Study and Service Plan**

**2022-0008-P3**

**DATE ISSUED:**

**PROPOSALS DUE:**

SUBMIT the original proposal **plus, two (2)** copies to:

Denise Dunn, Executive Director

Arenac Public Transit Authority

P.O. Box 431

4358 Airpark Drive

Standish MI 48658

**PROPOSAL PRICE:**

**PROPOSER READ AND COMPLETE**

The undersigned certifies they are the authorized representative of their firm and they offer to furnish the services in strict accordance with the requirements of this solicitation including the scope of services, all submission terms, conditions, and requirements.

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

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dun and Bradstreet Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BACKGROUND INFORMATION

Arenac Public Transit Authority (APTA), established October 1, 2020 pursuant of Public Act 196 to form a transit system providing county-wide services to Arenac County, Michigan. APTA operates with a .6 mill county-wide millage, has 16 employees, and operates with a fleet of 9 vehicles.

SCOPE OF WORK

APTA is seeking a firm to complete a **Transportation Needs Study and Service Plan** with focus on the following:

1. This plan shall evaluate the effectiveness of current public transportation services provided by APTA, identify future growth in the county and how APTA can adapt to meet those needs.
2. The plan shall identify methods, processes, and opportunities to effectively partner with community organizations, agencies, and businesses to meet consumer transportation needs.
3. Identify service gaps to specific communities and/or underserved Arenac County residents.
4. Identify barriers to access public transportation, fares, hours of operations, vehicle sizes, communication, or scheduling tools.
5. The plan will include a survey of county residents, businesses, and organizations to determine knowledge of the service, use by county residents, destinations, and trip generators.
6. 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.
7. Every resident of Arenac County should have a reasonable opportunity to view and respond to the survey.
8. 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 APTA staff, conduct survey, provide final report on survey results.
* Conduct survey(s) throughout Arenac County. 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 APTA.
* A summation including information regarding current use, ridership needs, and current operations information; and fare payment options.
* Successful proposer shall include recommendations for future improvements/efficiencies in demand/response and/or flexible routes, service and technology options, future needs and expandability of current fleet.
* An analysis if the current passenger fares are reasonable and recommendations for future pricing.
* A draft report will be presented and reviewed by APTA staff 30 days before the final report is due.
* Present final report in writing and in person or via webinar, or other means if executive orders are in place to APTA Executive Director, APTA Board of Directors, and other interested parties.
* Final report of 15 hard copies and pdf file.

Proposed Timeline:

It is anticipated that the project will be completed in 6-7 months from contract award. Selected proposer will provide monthly updates on progress.

Questions Due 11/11/2022

Questions Answered Within five (5) business days of receipt.

Proposals Due 11/25/2022

Proposer Selection: 12/23/2022

Survey Completion: 04/25/2023

Draft Report: 06/11/2023

Final report presented 07/17/2023

OFFER PREPARATION AND SUBMITTAL

PROPOSAL CONTENT

Statement of Proposal

Provide a narrative statement of your proposal indicating, through the use of drawings, diagrams, or other material the way in which you propose to satisfy the requirements outlined above.

Organization Structure

Indicate using organization diagrams and/or narrative statements, the proposed staffing, functioning, and interrelationships with APTA.

Prior Experience

Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project. Include any past relationships your firm has had with APTA. Include name, address, and telephone number of the responsible person of former client’s organization who may be contacted.

Staff Description

Identify principal staff to include education, work experience, qualifications, and relationships as pertaining to this project.

Authorized Negotiators

Provide the names and telephone numbers of personnel of your organization authorized to negotiate with the transit agency.

Proposal Price

Include a detailed breakdown of the proposal price and indicate any part of the proposal that will be performed by subcontractors. The contractor shall provide all supervision, labor, materials, supplies, postage, parts, tools, transportation, lodging, meals, and any other miscellaneous expenses to complete project. All travel costs billed will follow the State of Michigan’s vehicle and travel rates. APTA is tax exempt and will not be responsible for any taxes levied on respondent or this RFP. This solicitation will result in a firm, fixed price contract. It’s anticipated the contract award will not exceed $72,000

Business Organization

* Full name, address of your organization, and the parent or subsidiary entity that will perform or assist in the project.
* Entity type (individual, LLC, Corporation, etc)
* Federal ID or Social Security Number
* Dun and Bradstreet Number

Additional Items

* 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.
* Federal Contract Clauses for Professional And A&E Less Than $150,000. A signed copy of the clauses must be submitted with the proposal.
* A signed copy of the Certification of Compliance with Federal Contract Clauses must also be submitted.

Proposal Submittal

Deliver original and two (2) copies of the proposal by 5 pm EST **11/25/2022**

Denise Dunn, Executive Director

Arenac Public Transit Authority

P.O. Box 431

4358 Airpark Drive

Standish MI 4868

*It is recommended submitters contact APTA to ensure receipt of proposal, 989.846.7500.*

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

QUESTIONS

Questions must be submitted in writing to Denise Dunn, Executive Director, [director@arenactransit.com](mailto:director@arenactransit.com) in subject line include “Study RFP questions”. Questions must be submitted 10 days prior to proposal due date. APTA will respond within five (5) days . Questions and answers will be provided to all firms sent a RFP or who have submitted a RFP, or questions posted on APTA website; [www.arenactransit.com](http://www.arenactransit.com). Verbal questions are not part of this solicitation.

FEDERAL AND STATE REQUIREMENTS

This project is funded by state and federal grants. Certification of compliance with Federal Contract Clauses and the federal clauses for this project are Professional And A&E Less Than $150,000 are attached and available at:

<https://mdotjboss.state.mi.us/webforms/GetDocument.htm?fileName=3168.pdf>

Signed copies of both documents MUST be submitted with proposal.

The selected firm may have a third-party subcontract approved by the State of Michigan Department of Transportation. This contract will serve as APTA’s award to the selected firm and the firm’s notice to proceed.

SUBMISSION CONDITIONS

Incurring Costs

APTA is not liable for any costs incurred by respondent’s incidentals to this RFP.

Rejection of Proposals

APTA reserves the right to reject any or all proposals received as a result of this RFP for sound, documentable, business reasons. APTA also reserves the right to negotiate separately with any source whatsoever in any manner necessary. APTA is not obligated to award any contracts solely based on any responses made or obtained. APTA reserves the right to waive any minor informalities or irregularities.

Proposal Due Date

APTA reserves the right to postpone the proposal due date, for sound, documentable, business reasons.

Late Submissions

Late submissions will not be accepted. The entire proposal must be received, not merely a portion, on or before the due date.

Disclosure of Proposal Content

After evaluation, all information contained in submitted proposals is subject to release to the public under Michigan’s Freedom of Information Act (1976 PA 422)

Modifications and Withdrawal of Proposals

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. APTA shall require proof of agency from person withdrawing proposal.

Assignment

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this agreement without prior written consent of the other party.

PROPOSAL EVALUATION FOR AWARD

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

* Prior Experience – measured by similar projects. 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, regional context, and aspirations for APTA.
* Capability and Qualifications – capability of staff that will be working on 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 – Technical approach to completing 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.

All proposals will be evaluated by a Selection Committee consisting of the APTA Executive Director and two (2) board members. The Selection Committee may be assisted by other technical personnel as deemed appropriate for the purpose of selecting the proposer with whom a contact will be executed. Representatives from the firm(s) in a competitive range may be contacted for an interview. Original scoring of the non-price criteria may be modified based on the results of the interview. Award may be to other than the lowest price proposal and will only be to a responsive and responsible firm.

TYPE OF CONTRACT AND DURATION

Survey work will be completed within four (4) 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 APTA. Upon acceptance of invoice, APTA will submit a request for reimbursement to the State of Michigan. Reimbursement will take a minimum of 45 days processing. All invoices will be itemized. Once APTA receives reimbursement, a check will be issued within 10 days to the firm. Final payment will not be made until APTA verifies project is complete and scope of work has been completed.

PROTESTS

All protests relating to this RFP, the selections and/or award, must be submitted in writing to APTA. Protests about specifications must be received 10 (10) days before the proposal due date. Post award protests may be received by APTA at any time after proposal opening, but not later than five (5) working days after notification to all proposers of the contract award decision. Failure to timely submit a written protest will result in forfeiture of any protest right. APTA will respond within 10 (10) days of receiving the protest. APTA is the final arbitrator on any question or dispute pertaining to proposals, proposal forms, and awards. 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.

Proposal protests shall contain:

1. The name and address of the protester
2. Identification of the project
3. 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 APTA.
4. The relief desired of APTA.

INDEMNIFICATION

The selected proposer shall indemnify, defend, and hold harmless APTA, its officers, agents, and employees, the State of Michigan, the Michigan State Transportation Commission, MDOT, and all officers, agents, employees thereof:

* From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided in connection with any contract awarded, which the offeror shall perform under the terms of this contract; and
* From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation response, and cleaning costs, and attorney fees or other related costs arising out of, under, or by reasons of this Agreement, including the design of the project, except claims resulting from the sole negligence or willful acts or omissions of said indemnities, its agents or employees.

OTHER TERMS AND CONDITIONS

The selected proposer is not entitled to time extensions or compensation for delays or inconvenience.

The agency reserves the right to cancel the contract with thirty (30) days written notice.

The parties shall attempt to resolve any disputes arising out of or relating to this contract through negotiations with approved representatives. If the matter is not resolved by negotiation with 30 days of a written receipt for an invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed alternative Dispute Resolution.

All proposals become the property of APTA unless withdrawn before submittal date.

The proposer who is awarded the contract agrees that the auditor of APTA and authorized representatives from the State of Michigan shall have access to, and the right to examine, audit, excerpt any records pertinent to his contract. All records relating to this contract shall be retained for a minimum of three (3) years.