



Bay Area Transportation Authority

**REQUEST FOR PROPOSAL
For
Transit Master Plan**

RFP# BATA-3-2021

**RELEASE DATE:
December 21, 2021**

**DUE DATE AND TIME:
January 19, 2022 by 5 p.m.**

PROJECT CONTACT:

**Tyler Bevier
BATA Transportation Planner
Email: beviert@bata.net**

**3233 Cass Road
Traverse City, Michigan 49684
Phone: (231) 933-5544
Fax: (231) 941-9091**

NOTICE!

RIGHT TO REJECT: Bay Area Transportation Authority (“BATA”) reserves the right to accept or reject any and all proposals, to negotiate terms of proposal(s) with successful vendor(s), to accept a proposal that is not the lowest cost, and to accept the proposal(s) that is in the best interest of BATA.

WITHDRAWAL OF ANY PROPOSALS is prohibited for a period of ninety (90) days after the proposal due date.

LATE, INCOMPLETE AND NON-CONFORMING PROPOSALS: BATA reserves the right to reject without evaluation late, incomplete or otherwise non-conforming proposals.

COMPLETE PROPOSALS: All proposals must contain terms of purchase and delivery in writing. BATA will negotiate the actual delivery terms and timetable with the successful vendor(s), but each proposal must include the anticipated time frame during which BATA may reasonably expect services, materials and equipment to be delivered. BATA will not be responsible for any ancillary charges, costs, and/or fees not expressly delineated in the terms of the proposal.

QUESTIONS: Prospective bidders are solely responsible for understanding the requirements of this RFP. Questions regarding any part of this proposal should be submitted in writing to the Project Contact. All questions and answers will be made available to all prospective bidders. Prospective bidders who direct questions and inquiries about this RFP to persons at BATA other than the Project Contact invite disqualification of their proposals.

INTRODUCTION

This Request for Proposal (RFP) is released by BATA's Executive Director on behalf of BATA for the creation of a **Transit Master Plan** as set forth herein.

SECTION 1 GENERAL INFORMATION

Bay Area Transportation Authority ("BATA") is accepting bids for the development of a **Transit Master Plan** as set forth herein.

The requirements included in this proposal are complete. The representations made by BATA herein are accurate, true and complete to the best of our knowledge. BATA prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative for your firm as your contact for BATA. This person will be responsible for all communications with BATA that relate to this RFP. Additionally, please note that all contact between your firm and BATA must be handled between your representative and the Project Contact. This requirement will be strictly enforced.

Your final proposal must be complete and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should BATA accept your proposal, any terms, conditions, costs, charges and/or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

All proposals must be submitted in writing and must be signed by a representative who is duly authorized to make such representations to BATA on behalf of your firm. Your proposal will form the basis of a contract with BATA and should include all elements that, in your judgment, are necessary to meet the requirements of this proposal.

The requirements of this proposal are non-severable. In other words, they may not be separated for the purpose of bidding on a single part of the established requirements. BATA has a strong preference to work with one firm. If, in your judgment, BATA would be better served by a partnership, you may offer that as an alternate proposal, however, you must certify that your proposal meets all other specifications in this RFP. Proposals not following this format will be removed from consideration.

BATA is an Authority created pursuant to the Michigan Public Transportation Act of 1986 P.A. 196, located in Traverse City, (Grand Traverse County) Michigan, and is subject to the laws of the Federal Transit Administration and the Michigan Department of Transportation. Our official address and principal place of business is 3233 Cass Road, Traverse City, Michigan 49684. Additional information about BATA is available at www.BATA.net

BATA is a tax exempt authority, granted such status by the authority of the State of Michigan. Likewise, BATA is exempt from Federal Excise Tax (tax-free registry number: 38-2575895) and Michigan General Sales Tax, under Public Act 167 of 1933 § 4., as amended. **DO NOT INCLUDE MICHIGAN SALES TAX OR ANY FEDERAL EXCISE TAXES IN YOUR QUOTATION.**

SECTION 2 TERMS AND CONDITIONS

21. Due Date & Submittal Instructions
22. Your complete and entire response to this RFP must be received by BATA in writing on or before **5:00pm. January 19, 2022**. Return one (1) **signed** original and two (2) copies of your response to this RFP. Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses and responses received by fax or other means will not be considered. Bidders are solely responsible for confirming that their responses were received in a timely way. BATA will not pay for, reimburse, or otherwise accept any delivery charges incurred by bidders in connection with this RFP.
23. Questions
Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be submitted immediately in writing to the Project Contact by 5 p.m. January 7, 2022. Should any reported issues require clarification, written instructions or an addendum to this RFP will be distributed to all potential bidders. BATA will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses of BATA.
3. Notice of Intent (NOI).
In order to help facilitate the process of answering questions and distributing any addenda BATA requests that all interested parties submit a NOI to Tyler Bevier via email (beviert@bata.net) on or before 5 p.m. January 7, 2022.
31. BATA reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of BATA. If our request for additional information on a proposal is not met in a timely way, BATA reserves the right to reject the proposal as non-conforming.
32. BATA reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of BATA without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best interests of BATA are met. BATA does not assume any contractual obligations or duties as the result of issuing

this RFP. No employment relationship will be assumed between BATA and the successful bidder.

33. Bidders are not entitled to use BATA's name, service mark(s), trademarks or trade names without the express written permission of BATA.

34. Conflict of Interest

By submitting a response to this RFP, bidders certify that no actual or potential conflicts of interest exist between the bidder and BATA under this agreement. Each bidder agrees to inform BATA immediately, should a change in conditions occur that would produce an actual conflict of interest or the appearance of a conflict of interest. Further, by submitting a response, bidder certifies that the bidder has neither provided any private inducements or consideration to any BATA trustee, officer, employee, or agent in return for favorable treatment with respect to the award of this proposal, nor accepted any private inducements or consideration from any College trustee, officer, employee or agent in connection with this RFP. Should any such unauthorized transactions be discovered, the bidder will be considered in breach of its agreement with BATA, and the agreement between the bidder and BATA is immediately void. Under these circumstances, BATA will cooperate fully with law enforcement to determine whether such a breach has violated any laws of the State of Michigan or the United States of America. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for a breach of this type.

35. BATA expressly states that the bidder is a supplier or independent contractor of BATA and is not an agent, partner or employee of BATA. The bidder is not entitled to wages, tax withholding, Workers' Compensation, unemployment compensation, or any benefits of employment extended to regular employees of BATA. The bidder is not an agent of BATA, and may not bind BATA to any contracts or represent to anyone that the bidder has any such authority.

36. The laws of the State of Michigan shall govern the interpretation and performance of this agreement. Any action brought to enforce any provision of this agreement shall be brought in the appropriate court in The State of Michigan. All bidders, their successors or assigns expressly agree to bring any claims, demands, or actions asserted against the Board of Trustees of BATA, its trustees, officers, employees or agents only to the Michigan Court of Claims. The bidder, its successors or assigns consent to the jurisdiction of the Grand Traverse Circuit County Court for the State of Michigan with respect to any claims arising under this agreement against BATA.

37. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.

38. Evaluation Criteria
39. BATA will evaluate each bid received using the following criteria, listed here in no particular order of importance:
- a. Experience with delivering the requirements of the specification.
 - b. Ability to provide service for those items in the specification deemed to require an ongoing service contract of technical expertise, demonstrated or demonstrable with respect to the specification.
 - c. The bidder's ability to satisfy each term and condition fully.
 - d. Compliance with the specifications stated herein.
 - e. Cost (including pricing and price protection).
 - f. References from previous transit customers for work of similar scope.
 - g. Other factors not specifically expressed here that are relevant to determining which proposal will succeed.
- 3.10. Withdrawing Price Proposals
- 3.11. Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the Project Contact. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal constitutes disqualification from the bid process, should BATA not render a decision within ninety (90) days of the response due date.
- 3.12. Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least thirty (30) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and BATA.
- 3.13. Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expediently and at no additional cost to BATA. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for the error.
- 3.14. No information, report, etc. developed in connection with this RFP may be reproduced without BATA's prior written consent. No portion of this RFP may be reproduced without BATA's prior written consent.

3.15. Insurance Requirements

- 3.16. Selected representative agrees to maintain comprehensive general liability insurance, including contractual liability, with limits not less than \$2 million per occurrence and \$3 million aggregate; professional liability (i.e., blanket crime, employee dishonesty, errors and omissions, etc...) insurance with minimum limits of \$1 million per occurrence and \$3 million aggregate; automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$500,000; and Workers' Compensation to statutory limits as required by the State of Michigan. Company agrees to have the Board of Trustees of BATA added as an additional insured with respect to comprehensive general liability and provide the Authority with 30 days written notice of any material changes in the above insurance. Company shall provide the Authority with a certificate of the above insurance coverage and amounts if awarded the contract.
- 3.17. The successful bidder must perform all work unless BATA specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.
- 3.18. The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless BATA, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at Bay Area Transportation Authority, including but not limited to payment of any claims.
- 3.19. Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of Bay Area Transportation Authority incurred during the performance of this agreement.
- 3.20. Bidder agrees to accept BATA's standard payment terms, which are Net 30. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.
- 3.21. All responses to this RFP become the sole property of BATA and are subject to Freedom of Information Act requests.

**SECTION 3
SCOPE OF
WORK**

**Transit Master Plan
Creation**

Background

Before COVID-19 BATA employed more than 120 employees and provided more than 590,000 annual rides to residents and visitors in Leelanau and Grand Traverse counties. Currently BATA employs about 105 people and has an annual ridership of about 350,000. Approximately 70% of the Authority’s service is provided via fixed or flex routes and 30% delivered via demand response. Additionally, BATA offers seasonal services like Bike-n-Ride, Ski-n-Ride, festival transportation and various event transportation, broadening standard service offerings. Visit bata.net for more information. BATA is also in the process of building a new headquarters facility and hopes to break ground in 2022.

Mission

BATA delivers safe, high-quality, efficient and reliable transportation services in its region that link people, jobs, and communities.

Vision

BATA is the premier regional public transit authority in Michigan, continually developing and operating state of the art transit technologies, staff training, performance metrics and financial management at the highest level, such that BATA is able to accept any larger mission that might be required of it by its community, region or state.

I. Scope

BATA is seeking proposals to hire a consultant to assist with the creation of a Five-Year Transit Master Plan. This plan shall identify future growth in BATA’s service area and help identify how BATA can best utilize its limited resources to maximize the benefit to its community. Based on this information along with an analysis of projected growth, the selected proposer will help develop guiding principles for the organization along with implementation strategies for possible service improvements, including operational and capital requirements for the next 5 years.

II. Proposed Timeline

Activity	Date
RFP Released	December 21, 2022
Written Questions to BATA Due By	January 7, 2022 by 5:00 PM EST
BATA’s Responses to Questions Released	January 12, 2022
Proposals Due	January 19, 2022 by 5:00 PM EST
Anticipated Award Date	January 31, 2022
Project Start Date	February 2022

III. Deliverables / Outcomes

The Transit Master Plan will include but not be limited to:

Scope of Services:

- Timespan: Develop a detailed 5-year **Transit Master Plan** that incorporate brief vision statements and goals for up to 10 years
- Level of Detail: Outline guiding principles around service improvements or organizational changes that support BATA’s mission and identify specific implementation strategies and possible funding needed to accomplish those goals
- Public Input: The process should include some public input with one to two public forums and/or surveys and stakeholder sessions. Include participation from the local community, business and governmental perspectives
- Board of Director Involvement: Host an input session with the Board as well as a report back to the board and/or a combined stakeholder report of the outcomes
- Staff Administrative Support: BATA staff will support in whatever capacity needed
- Data Collection and Analysis: A review of BATA’s current service delivery, operations, fleet, infrastructure, etc. and appropriate recommendations for growth and enhancements as needed
- Rural to Small Urban Transition: BATA is currently considered a “rural” transit system, but the 2020 census data may indicate BATA will transition to a “small urban” transit system. The plan should identify what that transition may look like and the appropriate steps needed to make that change
- Report: Final **Transit Master Plan** and recommendations due at the end of the project that will be presented to BATA’s Administrative Staff and Board of Directors

IV. **Proposal Content**

Proposals should be of sufficient length and detail to demonstrate a thorough understanding of the skills necessary to deliver the elements listed above.

Proposals should include the following information in the order listed below:

Signature/cover sheet page (included in this RFP on the next page), followed by:

- 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 through the use of organization diagrams and/or narrative statements, the proposed staffing, functioning, and interrelationships with BATA.
- 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 BATA. Include name, address, and telephone number of the responsible person of former client’s organization who may be contacted.
- Staff Description. Identify principal staff personnel by name and qualification.
- Proposal Price. Include a detailed breakdown of the proposed price and indicate any part of the proposal that will be performed by subcontract.

Staple or otherwise bind each copy of your proposal and return it to BATA by the due date and time listed on Page One of this Request for Proposal.

SIGNATURE PAGE

THIS SIGNATURE PAGE MUST BE RETURNED TO ENSURE A VALID PROPOSAL. PROPOSALS SUBMITTED WITHOUT THIS SIGNATURE PAGE CAN BE RENDERED INVALID. BAY AREA TRANSPORTATION AUTHORITY'S STANDARD TERMS AND CONDITIONS SHALL APPLY.

TERMS: NET 30 E.I.N. _____

COMPANY NAME: _____ SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

PHONE#: _____ FAX#: _____

FEE PROPOSAL: \$ _____

HOURLY FEE STRUCTURE: \$ _____

(May attach as a separate sheet.)

PAYMENT SCHEDULE: _____

Bay Area Transportation Authority Procurement Policy

The **Bay Area Transportation Authority (BATA)**, 3233 Cass Road, Traverse City, MI 49684, is committed to full and open competition in its procurements. The goal is to obtain the lowest price or best value for the agency and the citizens who support it.

BATA follows the Michigan Department of Transportation's (MDOT) *Procurement Guidelines for Grantees Receiving Federal Transit Administration (FTA) Funds via MDOT, Revised March, 2017*, and all subsequent editions, in its procurements.

General Responsibilities

The Executive Director is responsible for administering procurements and ensuring compliance with MDOT guidance documents. The Executive Director or her/his designee is also responsible for maintaining written selection procedures, all required procurement records, and avoiding unnecessary purchases.

Procurement Methods

Micro-purchases are purchases of \$3,500 or less. **Small purchases** are relatively simple and informal purchases of more than \$3,500, but less than \$150,000 (the upper threshold is \$100,000 for grants awarded before Dec. 26, 2014). **Invitations for Bids (IFB)** are sealed bid procurements for any dollar amount. **Request for Proposals (RFP)** are competitive proposal procurements for any dollar amount. **Sole source** procurements may only be used when other types of procurements are inappropriate and only in the circumstances outlined in the guidance documents.

Special Provisions

Architectural and Engineering (A&E) Services will be qualifications-based procurements consistent with the "Brooks Act". Geographic location may be a selection criterion in procurements for architectural and engineering services provided an adequate number of qualified firms are available to compete for the

contract. Geographic preferences are prohibited in all other procurements.

Davis-Bacon Act prevailing wage protections apply to construction projects exceeding \$2,000. Construction is defined as the construction, renovation or repair of real property. The Davis-Bacon Act does not apply to maintenance or installation.

Brand name specifications are unacceptable and must always be used with the words “or equal”.

The appropriate Federal Contract Clauses apply to procurements as required by state guidance and can be accessed on the MDOT Office of Passenger Transportation website.

Cost Analysis or Price Analysis

A cost analysis or price analysis is required for every procurement. A price analysis is required to determine the reasonableness of a proposed price when competition is adequate. A cost analysis is required when a price analysis is inadequate, such as when competition is inadequate to determine price reasonableness or in qualifications-based procurements.

Award of Contracts and Purchases

Contracts and purchases shall be awarded when prices are determined to be fair and reasonable in a micropurchase, to the lowest quote in a small purchase, to the lowest bid in an IFB solicitation and to the Best Value in an RFP solicitation. Award will only be made to “responsive” and “responsible” contractors consistent with the criteria in guidance documents.

BATA reserves the right to reject any and all price quotes, bids or proposals submitted in response to a solicitation for sound, documentable, business reasons. BATA reserves the right to award to other than the lowest priced proposal in an RFP solicitation. Splitting a procurement to avoid a more stringent procurement method is prohibited.

Board Approval

The Executive Director or her/his designee has the authority to make procurements of less than twenty thousand dollars (\$20,000) without approval of the BATA Board of Directors.

Written Protest Procedures

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the BATA, 3233 Cass Road, Traverse City, MI 49684. Protests about solicitation specifications or processes must be received ten (10) business days before the proposal due date. Post award protests must be received by the BATA no

later than five (5) business days after notification to all proposers of the contract award decision.

The written protest must identify the protesting party, clearly define the decision or process being protested and the reason(s) for the protest, and the relief desired of the BATA.

The BATA Executive Director or her/his designee will review the written protest and provide a written decision to the protestor within ten (10) business days of receiving the protest.

The protestor can appeal the BATA Executive Director's or her/his designee's decision to the BATA Board. That appeal must be filed with the BATA Executive Director or her/his designee within 10 business days of the Executive Director's or her/his designee's decision. The BATA Board decision on the appeal will be final.

All protests will be forwarded to the MDOT Office of Passenger Transportation.

Written Standards of Conduct

No BATA employee, officer, agent, Board member or their immediate family member, partner or organization will participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is involved.

No BATA employee, officer, agent, Board member or their immediate family member, partner or organization will solicit or accept substantial gifts, gratuities, favors or anything of monetary value from contractors or potential contractors. Violations of this policy may be addressed by explanations of the infraction up to corrective action.