

*Proposal Signature Page*

**BEAVER ISLAND TRANSPORTATION AUTHORITY (BITA)**

**BITA RFP #2020-2**

**For**

**Consulting Firm to Review and Update Transportation Plan**

**DATE ISSUED: November 16, 2020**

**PROPOSALS DUE: January 18, 2021 5 pm EST**

*SUBMIT the original proposal*

**plus, two (2) copies to:** Mary Cook, Executive Director  
Beaver Island Transportation Authority  
PO Box 426  
Beaver Island, MI 49782

Proposal Price: \_\_\_\_\_

**SUBMITTER 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: \_\_\_\_\_

Dunn and Bradstreet Number: \_\_\_\_\_

## BACKGROUND INFORMATION

The Beaver Island Transportation Authority (BITA) was formed pursuant of Public Act 196 to form a transit system in the greater Beaver Island area. In 1993 BITA and the Beaver Island Boat Company (BIBCO) signed a thirty-year management agreement to operate the ferry service. Through federal, state, and local funding the M/V Emerald Isle was designed and launched in 1997.

BITA is the owner of the M/V Emerald Isle. The vessel is operated by BIBCO and is a “scheduled fixed route ferry service” providing transportation to and from Charlevoix, Michigan to Beaver Island, Michigan. The M/V Beaver Islander is owned by BIBCO and is also used for the scheduled fixed route service. The service operates between April and December and carries passengers, vehicles, and freight.

The BITA Board is composed of five members appointed by St. James Township. Financial assistance is received annually through the Michigan Department of Transportation Act 51, State Marine Capital, and Federal Ferryboat Discretionary Funds. BIBCO retains all revenues and pays BITA the local match of fifty percent for operating assistance and ten percent for capital grants.

The last study was completed in 2004 (Beaver Island Transportation Coordination Study, Attachment 1). Since the study took place passenger numbers have been declining. Infrastructure including support equipment and the ferry are aging and repairs are becoming more costly and frequent. A new ferry has been designed, but funding must be sought out.

BITA is aware of issues in Charlevoix with the location of the dock. These include access to the dock location, downtown congestion, and parking. The City of Charlevoix conducted a dock relocation study in 2019. The study concluded the dock would remain at its current location. Link to study: <http://www.cityofcharlevoix.org/375/BIBCO-Ferry-Dock-Optimization-Study>

## SCOPE of WORK

BITA is seeking a firm to review and update the study completed in 2004 (Attachment 1) for the ferry system. With focus on the following:

- 1) Examine the current private/public partnership’s effectiveness. What recommended changes need to be made to the operational agreement to reflect current and future needs. Is the current operator the best option? Is a public option a possibility?
- 2) Why have passenger numbers declined? Are passenger fares and freight rates equitable or should they be reduced?
- 3) What does the Authority need to update in terms of vessels and infrastructure, based on economic forecasts for Beaver Island?
- 4) What are the Authority’s best options for revenue enhancements?

Deliverables:

- The firm will review the existing agreements between BITA and the Michigan Department of Transportation (MDOT), and BITA and BIBCO. An analysis should be

completed on the effectiveness of the relationships between the entities and recommendations for continuing with a private operator.

- The firm will design and conduct surveys of those using the ferry service (Island residents/property owners/and others to determine customer needs and future ridership. Also included in the survey why ridership is declining and what can be done to increase passengers. Surveys can be conducted via a variety of methods to be determined and discussed with BITA to obtain the best input and community involvement. This is to include town hall meetings or other method if COVID-19 executive orders are in place.
- An analysis if the current passenger fares are reasonable and recommendations for future pricing.
- A report on the condition of operational assets including the vessel and the future needs with a plan for replacement.
- Options of other possible revenue sources other than local match.
- A draft report will be presented 30 days before the final report is due and reviewed by BITA.
- Present final report in writing and in person or via webinar, or other means if executive orders are in place.
- Final report of 25 hard copies and pdf file.

## PROPOSED TIMELINE

It is anticipated that the project will be completed in 8 to 9 months from contract award.

Questions Due: January 4, 2021

Questions Answered: Within five business days of receipt.

Proposals Due: January 18, 2021 5pm EST

Proposer Selection: March 9, 2021 (anticipated)

Survey Completion: August 31, 2021 (anticipated)

Draft Report: September 30, 2021 (anticipated)

Final Report Presented: November 1, 2021 (anticipated)

## OFFER PREPARATION AND SUBMITTAL

### Proposal Content

#### **Statement of Proposal**

Provide a narrative statement indicating through the use of drawings, diagrams, or other materials, how the scope of work and deliverables will be accomplished.

#### **Organization Structure and Staff**

- Description of the organization's staff.
- Identify principal staff to include education, work experience, and relationships as pertaining to this project.

#### **Prior Experience**

- Include descriptions of previous projects which would demonstrate the ability to complete this project.
- List contact information for three previous clients/BITA may contact

#### **Authorized Negotiators**

- Name
- Telephone
- Email
- mailing address

**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. Current travel rates can be found on the Department of Technology, Management and Budget’s website at: [http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html). BITA 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 \$85,000.

**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, Corp....)
- Federal ID or Social Security Number
- Dun and Bradstreet Number

**Additional Items:**

- The RFP COVER page (Page 1) must be signed in ink by and 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 (Attachment 2). A signed copy of the clauses must be submitted with the proposal.

**Proposal Submittal:**

Deliver original and two copies of the proposal to by 5 pm EST January 18, 2021:

Mary Cook  
Executive Director  
Beaver Island Transportation Authority  
PO Box 426  
26195 Main Street  
Beaver Island, MI 49782

*Submitters should contact BITA to ensure receipt of proposal 231-448- 3049.*

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

## QUESTIONS

Questions must be submitted in writing to Mary Cook, BITA Executive Director, [bitrans@tds.net](mailto:bitrans@tds.net), in subject line include "Study RFP questions". Questions must be submitted 10 days prior to proposal due date. BITA will respond within five days. Questions and answers will be provided to all firms sent a RFP or who have submitted a RFP or questions and posted on the BITA website: [beaverislandtransportationauthority.com](http://beaverislandtransportationauthority.com). Verbal questions are not part of this solicitation. Contact BITA to ensure questions received.

## FEDERAL AND STATE REQUIREMENTS

This project is funded by state and federal grants. The federal clauses for this project are Professional And A&E Less Than \$150,000 (Attachment 2). The selected firm will have a third-party subcontract with the State of Michigan. This contract will serve as BITA's award to the selected firm and the firm's notice to proceed.

## SUBMISSION CONDITIONS

**Incurring Costs:** BITA is not liable for any costs incurred by respondent's incidentals to this RFP.

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

**Proposal Due Date:** BITA reserves the right to postpone the proposal due date, for sound, documentable, business reasons.

**Late Submissions:** Late submissions will not be accepted.

**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 the proposing firm. The proposing firm must sign a receipt of withdrawal. No proposal may be withdrawn after the due date unless a material error is in the proposal. Withdrawn proposals may be resubmitted up to the date and time proposals are due.

**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 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.

*Capability and Qualifications* – capability of staff that will be working on the project.

*Method of Approach* – Technical approach to completing project.

*Prior Experience* – measured by similar projects.

*Understanding the Context and Purpose* – a determination will be made of the consultant's understanding of the project purpose, regional context, and aspirations for BITA.

*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 BITA Executive Director and two 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 contract 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.

## TERMS OF PAYMENT

Progress billings can be made. The contractor will submit itemized invoices to BITA. Upon receipt of invoice, BITA will confirm work has been completed according to the RFP and submit a request for reimbursement from the State of Michigan. Reimbursement will take a minimum of 45 days processing. All invoices will be itemized. Once BITA receives reimbursement, a check will be issued within 10 days to the consulting firm. Final payment will not be made until BITA verifies project is complete and scope of work has been completed.

## Bid Protests

All protests relating to this RFP, the selections and/or award, must be submitted in writing to BITA. Protests about specifications must be received ten (10) days before the proposal due date. Post award protests may be received by BITA 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. The BITA will respond within ten (10) days of receiving the protest. The BITA 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:

- 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 the BITA.
- d) The relief desired of the BITA

## INDEMNIFICATION

The selected proposer shall indemnify, defend, and hold harmless BITA, 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 cleanup 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 firm 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 within 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 BITA unless withdrawn before submittal date.

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