

# City of Sault Ste. Marie – Dial-A-Ride

## Request for Proposals – Bus Garage Study/Inspection

**Direct Questions To:** Joe Nolan / Executive Director  
Chippewa Luce Mackinac Community Action Agency  
[jnolan@clmcaa.com](mailto:jnolan@clmcaa.com)

Submit questions by 10 days prior to the due date. Questions and answers will be sent to all firms sent a solicitation or who have submitted questions or proposals and will be posted on [clmcaa.com](http://clmcaa.com). Verbal comments are not part of this solicitation.

**Date Issued:** Friday, October 4<sup>th</sup>, 2024

**Proposals Due:** Friday, November 1<sup>st</sup>, 2024 @ 1:00 p.m. local time

**Proposer Name:** \_\_\_\_\_

**Proposal Price:** \$ \_\_\_\_\_

**Submit Proposals To:** Joe Nolan, Executive Director  
CLMCAA  
524 Ashmun Street  
Sault Ste. Marie, MI 49783

### 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:**

City of Sault Ste. Marie DAR (SSM DAR) provides public transportation services to the City of Sault Ste. Marie. SSM DAR's 2023 ridership was approximately 17,520. SSM DAR ridership for the first three quarters of 2024 is 12,852. SSM DAR has 8 employees and operates with a fleet of 7 revenue service vehicles. SSM DAR, for 50 years, has contracted out the services to Chippewa Luce Mackinac Community Action Agency (CLMCAA) and provides a local appropriation. Although SSM DAR owns the assets (vehicles, equipment, facility), CLMCAA completely operates the program on behalf of SSM DAR and performs functions such as employing staff, completing reporting, and maintaining state and federal compliance.

## **SCOPE OF WORK:**

SSM DAR is seeking a firm to complete a Bus Garage Study/Inspection of its facility at 4001 I-75 Business Spur, Sault Ste. Marie, Michigan. The firm will review the existing transit facility and identify needs, considering safety, accessibility, and sustainability. The review will assess the existing condition and identify any potential constraints or opportunities. The review will also assess the facility's ability to accommodate revenue vehicle parking/storage, vehicle maintenance, and areas for dispatch and administrative staff and make recommendations to enhance useability for these key areas. The review will also assess the need for additional facilities such as fueling stations, wash bays and storage areas. The assessment will evaluate the structural repair requirements, including but not limited to foundations, framing and roofing. It will also assess the mechanical systems, such as HVAC, plumbing and electrical systems, and identify needed upgrades. Finally, a comparative analysis on repairing/upgrading the current facility versus tearing down the current facility and rebuilding on site must be completed. It is reasonably anticipated the project's cost will not exceed \$40,000.

### Deliverables:

- Inspect and evaluate the bus garage in conjunction with CLMCAA staff.
- Summarize the information regarding current use, building needs and current operations.
- Make recommendations for future improvements/efficiencies and develop cost estimates.
- Compare repairing/improving the current facility to tearing it down and rebuilding on the same site. Provide cost estimates for the two options.
- Prepare a written, draft report to be reviewed by CLMCAA staff. The draft must be ready for review 30 days prior to final report.

- Prepare and present a final, written report in person or via webinar to City of Sault Ste Marie officials and other interested parties.

**SITE VISIT**

An optional site visit will be held at the facility at 4001 I-75 Business Spur, Sault Ste. Marie, Michigan on October 11<sup>th</sup>, 2024 at 11:00am ET. Direct questions on the site visit to Joe Nolan, CLMCAA Executive Director, at [jnolan@clmcaa.com](mailto:jnolan@clmcaa.com)

**PROPOSED TIMELINE:**

It is anticipated that the project will be completed in 12 months from contract award. Selected proposer will provide monthly updates on progress. (see approximate timeline below)

Questions Due	_____	(10 days prior to due date)
Questions Answered	Within 5 Business Days of Receipt	
Proposals Due	_____	
Proposer selection	_____	(4-8 weeks after due date)
Survey completion	_____	(150 days after selection)
Draft report	_____	(60 days after survey completion)
Final report presented	_____	(30-45 days after submission of draft)

**PROPOSAL PREPARATION AND SUBMITTAL:**

PROPOSAL CONTENT

Statement of Proposal. Give the name and address of your organization and describe how you propose to satisfy the requirements outlined in the Scope Of Work.

Prior Experience. Describe prior or present projects which would tend to substantiate your qualifications to perform this project and include contact information.

Staff Description. Identify principal staff by name and qualification, and say which people are authorized to negotiate with the transit agency.

Price. Include a detailed breakdown of the proposed price. It is reasonably anticipated that the award price will not exceed \$40,000.

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

Joe Nolan, Executive Director  
CLMCAA

524 Ashmun Street  
Sault Ste. Marie, MI 49783

**Proposals will be received until 1:00 p.m. EST on November 1<sup>st</sup>, 2024.**

**The RFP Cover Page (Page 1) must be signed 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 signed Cover Page must be included with the proposal. This project is funded by federal and state grants and signed copies of the attached Federal Contract Clauses Professional Services Less Than \$250,000 and the attached Certification Of Compliance With Federal Contract Clauses must also be included with the proposal.**

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

**LATE SUBMISSIONS:**

Proposer are responsible for submitting RFP so as to reach SSM DAR 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 the 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. SSM DAR 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 in order of importance, although the first three criteria are equally weighted. Price is less important than the other technical factors as a whole weighted.

All proposals will be evaluated by a Selection Committee consisting of the Executive Director of CLMCAA, Finance Director of CLMCAA, Transportation Director of CLMCAA, and the City Manager of Sault Ste. Marie. The Selection Committee may be assisted by other technical personnel as deemed appropriate.

Representatives from the firms in a competitive range may be invited to meet in - person or by video conference with the Selection Committee before the final selection is made. The original scoring of the non-price criteria may be modified based on the results of the interview.

SSM DAR reserves the right to cancel the solicitation or reject any and all proposals for sound, documentable, business reasons. SSM DAR also reserves the right to award to other than the lowest priced proposal and to the proposal representing the Best Value. SSM DAR reserves the right to waive any minor informalities or irregularities and award will only be to a responsive and responsible firm. This solicitation will result in a firm, fixed price contract.

Prior Experience: Experience will be evaluated by experience on projects similar to that described in the scope of work.

Capability and qualifications: The capability of a prospective proposer will be evaluated by the qualifications of the proposer's staff and the proposer's ability to successfully complete the project. The identified staff must be the staff who will work on the project.

Method of Approach: This refers to the proposer's understanding of the project, the comprehensiveness of the proposed approach, and the techniques to be used.

Price: Proposals will be evaluated by: lowest proposal price/price being evaluated times available points.

### **TERMS OF PAYMENT:**

The contractor will submit invoices to CLMCAA. Upon acceptance of invoice, CLMCAA will submit a request for reimbursement to the State of Michigan which will take a minimum of fifty (50) days to be processed. CLMCAA will issue payment within 50 days of receipt of invoice.

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

### **WRITTEN PROTEST PROCEDURES:**

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the Executive Director at 524 Ashmun Street, Sault Ste. Marie, Michigan 49783. Protests about solicitation specifications or processes

must be received ten (10) business days before the solicitation due date. Protests received after the due date, but before award must be received before five (5) business days after the due date. Post award protests must be received by CLMCAA no later than five (5) business days after the award decision.

### **PROPOSER FURNISHINGS:**

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

### **INDEMNITY PROVISIONS:**

In the final signed agreement to be entered into between the selected proposer and SSM DAR, The proposer shall indemnify, defend and hold harmless SSM DAR, CLMCAA, 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 selected proposer
- b) breach by the selected proposer or any representation of warranty made by the proposer in the final signed contract
- c) occurrences that the selected proposer is required to insure against as provided for in a final signed 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 selected proposer, 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 SSM DAR, its employees and agents which results from an act or omission of the selected proposer 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 the final signed agreement entered into with the selected proposer 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:**

CLMCAA 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 final signed agreement with selected proposer resulting from this RFP.

### **DISPUTES:**

The parties shall attempt to resolve any dispute arising out of or relating to a final signed agreement with the selected proposer through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation within 40 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 CLMCAA 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 proposer relating to orders, invoices, or payments relating to a final signed agreement with the selected proposer. All records relating to the final signed and awarded agreement with the selected proposer shall be retained as required by CLMCAA record retention policy and by law.

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