

Bay Area Transportation Authority (BATA)

Request for Proposal for Bus Wash System

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Bay Area Transportation Authority (BATA)

Request for Proposal for Bus Wash System

Section I

Proposal Cover Page

Direct Questions To: Kurt Braun,
Facilities and Fleet Maintenance Manager
3233 Cass Rd.
Traverse City, MI 49684
braunk@bata.net
Please direct questions via email by 4/17/15

Date Issued: 03/19/15

Proposals Due: 5-1-15 @ 4:00 PM EDT

Proposer Name: _____

Amount of proposal: \$_____

Submit one copy via email to: Kurt Braun: braunk@bata.net
and Submit three (3) hard copies to: Kurt Braun: Fleet and Facilities Manager
Bay Area Transportation Authority
3233 Cass Road
Traverse City, MI 49684

PROPOSER READ AND COMPLETE

The undersigned certifies that he/she offers to furnish materials in strict accordance with the requirements of this proposal including the specifications, Terms and Conditions that are attached and that prices quoted are correct.

Print Name and Title: _____

Signature

Date

Federal Tax ID #

SECTION II

BACKGROUND STATEMENT

BATA's mission is to provide safe, high-quality, efficient, and reliable transportation to Grand Traverse and Leelanau counties through fixed route and on-demand services. Employees serve the public with a high standard of quality, safety, and responsiveness. As a public entity, BATA is a vested community partner, developing a multi-faceted improvement plan on significant stakeholder input. Additionally, BATA is driven to meet the expectations of voters who approved a multi-year millage for operations by an unprecedented 75% in November 2011.

BATA's improvement plan, launched in 2009, has included a significant financial turnaround as well as ongoing operational, customer service, and capital improvements including replacement of more than half of the fleet. BATA's fleet consists of 70 vehicles ranging from Vans and Sprinters to 25' Cutaways and Transit sized buses up to 40 feet in length.

As a part of this initiative, BATA is looking to invest in a new Bus Wash System to retrofit our existing wash bay thus upgrading the reliability and ease of use for our fleet operators and help BATA continue to build its brand with the public by maintaining clean and dependable bus equipment.

Bus Wash System

SCOPE OF WORK:

BATA is requesting proposals from qualified vendors for the removal of an existing roll-over wash system and the purchase, delivery, and installation, of a new Bus Wash System for its facility located at 3233 Cass Rd Traverse City, Mich.

PROJECT OBJECTIVES:

BATA is looking to purchase and have installed a new bus wash system that will be able to be retro fitted into its existing facility wash bay and be capable of trouble free operation while washing an average of seventy five (75) large 40' transit and 25' – 30' cutaway buses daily.

DELIVERABLES:

Project must be completed and final billing to BATA by 01-10-16

SPECIFICATIONS:

BATA is requesting proposals to contract with a vendor to achieve the following outcomes;

- Removal of the existing rollover trammel wash system including floor rails, without disturbing the existing dumping station and under wash system. The current wash system is a 3 brush roll over trammel washer powered by 208V 3-Phase electrical with its water supplied via 1" piping from city water main. Removal shall include all electrical, mechanical and plumbing to be disconnected and equipment will need to be disassembled and located to the rear of the facility's property in preparation for transport by flatbed.
- Rough in of the existing wash bay for the installation of a new wash system including all necessary upgrades to plumbing and electrical, as well as any necessary modifications needed to assure a level and solid mounting surface is attained for the new equipment's footprint. (If needed saw-cut and re pour concrete for rail attachments)
- Delivery and installation of a new wash system that can be retro-fitted into the existing bay which measures 22'W x103'L x 14'H, including connection to existing under wash system. Installation shall include all electrical, mechanical and plumbing.
- The successful proposer must provide a qualified company representative to;
 - Project manage the removal and installation of all equipment including start up and testing of all equipment
 - Provide a minimum of 12 hours of employee training in operation
 - Provide BATA technicians a minimum of 2 hours of training for general maintenance and troubleshooting of manufacturer's equipment.
- Must meet all local codes and provide any and all permits and pass final inspections.
- Proposals prices must include the removal of existing equipment, purchase price, delivery and installation of new bus wash equipment and facility retrofit including project oversight and technical and operational training of BATA employees.
- The successful proposer must demonstrate the ability to provide a high level of technical and service support including 1 day response capabilities.
- This purchase will use FTA funds and therefore the successful proposer's product materials must comply with the FTA's Buy America requirements. The proposer must certify compliance in Attachment A on Page 1 as it pertains to Buy America and on Page 2 as it pertains to the Anti-Lobbying amendment.
- Architectural renderings and specifications of the building layout are available upon request and may also be viewed at www.bata.net under proposals as "Attachment B".
- Options should be presented for both Rollover and Drive through systems if available.

OFFER PREPARATION AND SUBMITTAL:

OPTIONAL PRE BID WALK THROUGH:

Vendors will be given the opportunity to schedule a site visit to assess the facility prior to submitting their proposals. Visits may be scheduled with Kurt Braun, braunk@bata.net . Questions from a site visit or submitted by 4-17-15, will be answered in writing. Questions, answers and any addendums to the RFP will be posted on BATA's website at www.bata.net and distributed to every firm sent an RFP, and to every firm who has submitted a proposal or question. Verbal comments are not part of this solicitation.

VENDOR 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 in the background statement.

Prior Experience: Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project. Include a complete client list for the past 2 years including similar projects you have had with the transit industry as references. Include name, address, and telephone number of the responsible person of former client's organization so that we may contact them.

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

Cost or Price Analysis of Proposal: Indicate any portion of the proposal to be performed by subcontract. Include similar information as to qualifications of subcontractors or their employees as is required of the respondent.

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 include their organization's federal identification number.

BONDING & INSURANCE REQUIREMENTS:

The bidder shall provide BATA with satisfactory evidence of the bidder's ability to obtain the required insurance and bonds from a company(ies) licensed by the Insurance Commissioner of the State of Michigan to transact surety business in the State of Michigan.

- The proposers are required to provide a 5% bid guarantee bond payment at time of bid.
- The successful proposer will be required provide a 100% performance bond and a payment bond equal to 50% of the contract total. Proof of bonds are due prior to start of project.

Federal Clauses

Michigan Department of Transportation 3163 (02/14) Construction more than \$100,000 clauses that will have to be adhered to, signed and included in your bid packet. See Attachment A.

Davis-Bacon rules

Davis-Bacon prevailing wage requirements apply and certified payrolls must be submitted weekly. Grand Traverse County Prevailing Wages are attached. See Attachment C

Proposal Submittal: Email (1) one copy of the proposal to kbraun@bata.net *and* mail or deliver (3) three copies of proposal to BATA, Attn: Kurt Braun, 3233 Cass Road, Traverse City, MI 49684. THE RFP COVER PAGE SENT WITH THIS RFP MUST BE SIGNED IN INK BY AN OFFICIAL OF THE SUBMITTING ORGANIZATION authorized to bind the submitter to the provisions of the RFP. THE COMPLETE RFP COVER PAGE MUST BE RETURNED WITH THE PROPOSAL. No copies will be accepted.

Proposals will be received up until 4:00 PM on 5/01/15 at BATA administrative offices, 3233 Cass Road, Traverse City, MI 49684.

LATE SUBMISSIONS:

Respondents are responsible for submitting offers in a manner that reaches BATA in the solicitation 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. BATA shall require proof of agency from person withdrawing the proposal.

PROPOSAL EVALUATION FOR AWARD: (for RFP)

The responder's proposal will be evaluated using the selection criteria listed below in order of importance. All proposals shall be subject to an evaluation by the Selection Committee that will consist of the Facility & Fleet Maintenance Manager, Fleet Service Coordinator and a member of the Finance Dept. for the purpose of selecting the respondent with whom a contract will be executed. Representatives from the firms achieving the highest scores in a competitive range will be invited to meet via conference call or in person with the Selection Committee to discuss any aspects of the RFP needing clarification before the final decision is made. BATA reserves the right to reject any and all proposals for sound, documentable business reasons. BATA reserves the right to award to other than the lowest cost proposal. The criteria in making the selection are following and are ranked in order of importance.

Price: Price is weighted equal to the technical evaluation factors as a whole. Proposals will be evaluated using the following formula; lowest proposal price divided by the price of the proposal being evaluated, multiplied by the points available. Price is approximately equal in importance to the technical evaluation criteria as a whole.

Quality & durability of construction: The quality and durability of each prospective responder's product will be evaluated for quality and be durable enough to withstand commercial use in harsh northern Michigan winters.

Compatibility with existing equipment: The proposals will be evaluated based on the product's seamless integration with existing facility components and compatible existing equipment.

Capability and qualifications: The ability of the prospective responders will be evaluated under the terms of the RFP, relative to having a staff with the qualifications needed to successfully complete the project and provide continued technical support.

Prior experience: Qualifications of the proposed responders will be measured by experience with particular reference to experience on projects similar to that described in the scope of work. Evaluation will be based on samples of work and explanations of similar products offered to clients that yielded results and demonstrations of measurable impact of the proposer's work.

TYPE AND DURATION OF CONTRACT:

Work specified in this contract is to be completed by 1-10-16 with an anticipated start date of 7-01-15. A signed MDOT-approved third-party contract will serve as the notice to proceed with the project. This is a firm, fixed price contract type.

TERMS OF PAYMENT:

Vendors will clearly outline deliverables, timeline and associated costs. BATA will pay for this project on a lump sum basis when the products have been delivered and installed to specifications. No payment will be submitted to the State of Michigan for reimbursement until BATA verifies the products meet the RFP specifications or sufficient progress on project matches milestones.

The winning responder will submit an invoice to: Kurt Braun, BATA Fleet and Facilities Manager, 3233 Cass Rd., Traverse City, MI 49684. Upon acceptance, BATA will place a request to the State of Michigan which will take a minimum of forty-five (45) days to be processed. No payment will be made by BATA until the reimbursement check is received by the finance department of BATA. All invoices shall be itemized.

SUBMISSION PROTESTS:

All protests pertaining to the submission award shall be addressed in writing to BATA within five (5) days following the deadline for the submissions. BATA will review protests and respond within ten (10) days of receiving the submission protest. BATA is the final arbitrator on any dispute pertaining to submission proposals, submission forms, and submission 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. Submission protests shall contain the following:

- a) The name and address of the protestor
- 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 BATA.
- d) The relief desired of BATA

CANCEL SOLICITATION:

BATA reserves the right to waive any minor irregularity or informality in the request for proposals; to reject any or all proposals for sound, documentable business reasons; and to make any award which it considers to be the best value. BATA reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

SECTION III

PERMITS AND LICENSING:

The selected proposer, at their expense, shall be responsible for the obtaining of all applicable permits and licenses. Additionally the proposer, and subcontractors, shall comply with all Federal, State, and local ordinances, rules and regulations in the performance of this project.

WARRANTIES:

Describe your firm's warranty monitoring and management of warranty claim service. How does your firm secure extended warranties, out of warranty and non-warranty items? Describe your recovery rate for the above? Identify how many warranty claims were submitted in the past year, and the number returned and amount received.

The contractor is responsible for all materials that are used in the project and warranty of the parts and workmanship. Extension of warranty will be considered when constant maintenance of item is required or if replacement parts prove unsound. BATA shall expect the contractor to have adequate stock of replacement parts available to service the BATA's needs in a timely manner. The contractor will be required to contact BATA within ten (10) days after receipt of contract, to arrange procedures concerning the implementation of warranty claims and to designate personnel to handle claims. Proposers shall supply the name and address of a warranty repair center within a day's drive of BATA.

INDEMNITY PROVISIONS

The proposer shall indemnify, defend and hold harmless BATA's 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 responder
- b) Breach by the responder or any representation of warranty made by the responder in the contract
- c) Occurrences that the responder is required to insure against as provided for in the 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 responder, 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 should occur.
- e) Any claim, demand, action, citation or legal proceeding against BATA, its employees and agents which results from an act or omission of the responder or any of its subcontractors in its or their capacity as an employer or person

SECTION IV

CHANGES CLAUSE:

BATA reserves to right to make changes as long as the changes do not constitute a cardinal change, in designated areas, within the general scope of the project, to be followed by such equitable adjustments in the price and delivery schedule as the changes make necessary.

TERMINATION FOR DEFAULT AND CONVENIENCE:

BATA may at any time and for any reason terminate responder's services and work at BATA's convenience. Upon receipt of such notice, the responder shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

Upon such termination, the responder shall be entitled to payment only as follows: the actual cost of the work completed in conformity with this Agreement. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to proposer prior to the date of the termination of this Agreement. Proposer shall not be entitled to any claim of lien against BATA for any additional compensation or damages in the event of such termination and payment.

INSPECTION:

Final inspection and acceptance of all work, reports, performance, and other deliverables required under this contract shall be performed at the place of delivery by the Contracting Officer.

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:

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

EXCUSABLE DELAY:

The responder shall be excused from performance under this contract for any period that they are prevented from performing any services as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their control.

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.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan except for matters arising from or concerning indemnification.

EXAMINATION OF RECORDS:

The respondent who is awarded the contract agrees that the auditor of BATA 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 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 proposer from retaining any records required by other laws or regulations of federal, state, or local government units.

SECTION V

See Attachment A - Michigan Department of Transportation 3165 (02/14) Materials and Supplies Over \$100,000 clauses that will have to be adhered to, signed and included in your bid packet.

See Attachment B - A&E Drawings

See Attachment C – Davis/ Bacon Wage Determination