



Bay Area Transportation Authority

**REQUEST FOR PROPOSAL
For
Owner Representative Services**

**RELEASE DATE:
March 2, 2020**

**DUE DATE AND TIME:
April 15, 2020 by 5 p.m.**

**PROJECT CONTACT:

Kelly Dunham
BATA Executive Director
Email: dunhamk@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 **Owner Representative Services** as set forth herein.

SECTION 1 GENERAL INFORMATION

Bay Area Transportation Authority ("BATA") is accepting bids for **Owner Representative Services** 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

Your complete and entire response to this RFP must be received by BATA in writing on or before **5:00pm. April 15, 2020**. 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.

22. Questions

Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be submitted to the Project Contact at the mandatory pre-bid meeting noted below. Should any reported issues require clarification, written instructions or an addendum to this RFP will be distributed to all potential bidders. Bidders should rely only on the written responses of BATA.

Mandatory Pre-bid Meeting

In order to help facilitate the process of answering questions and distributing any addenda BATA requests that all interested parties attend a mandatory pre-bid meeting on Monday, March 23, 2020 at 2 p.m. at BATA's Transfer Station, 115 Hall Street, Traverse City, MI.

Update 03.20.20: Due to the impacts of the coronavirus (COVID-19) the mandatory pre-bid meeting will be held virtually using the following information:

BATA :: Owner's Rep RFP Review
Mon, Mar 23, 2020 2:00 PM - 3:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/753419893>

You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3212
One-touch: tel:+18722403212,,753419893#

Access Code: 753-419-893

23. 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.
24. 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.

25. Bidders are not entitled to use BATA's name, service mark(s), trademarks or trade names without the express written permission of BATA.
26. 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.
27. 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.
28. 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.
29. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.

210. Evaluation Criteria

211. 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 customers for work of similar scope.
- g. Other factors not specifically expressed here that are relevant to determining which proposal will succeed.

212. Withdrawing Price Proposals

213. 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.

214. 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.

215. 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.

216. 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.

217. Insurance Requirements

218. 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.
219. 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.
220. 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.
221. 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.
222. 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.
223. 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**

**Owner’s Representative
Services**

This RFP is to request Owner’s Representation Services for the land acquisition and construction of a new public transportation maintenance and administrative facility (known as BATA Headquarters), and an adjacent transfer station. Owner’s Representative shall not have any conflict of interest with products, services of Architect, engineer, or other contractors for the projects.

I. Scope

The firm / person selected as part of this RFP will act as the “Owner’s Representative” for BATA and perform all responsibilities as directed by the Executive Director in conjunction with the planning, design, construction, move-in and close-out of the identified projects. Additionally, the firm /person will work with elected BATA officials and BATA staff to advise the Executive Director on the identified projects. BATA staff will be responsible for processing payments to contractors and will retain all contracts.

II. Projects

Project Description and Proposed timelines

Project	Estimated start	Estimated project costs
Land Acquisition	May 2020	\$950,000
Headquarters Facility & Transfer Station Design & Build	January 2021	\$17,000,000

These projects have completed the conceptual site plan phase and will be moving to the planned unit development phase once the land due diligence is complete. Attached is a brief description of the projects in **Exhibit A**.

III. Services

The Owner’s Representative (Rep) shall serve as BATA’s principal point of contact and liaison between the architect, contractor and other construction vendors throughout the project. The Rep’s responsibility is to enforce BATA’s goals for quality, timely, and cost-sensitive construction of the identified projects.

Scope of Services:

- Scheduling and attending all project meetings
- Hold on-site meetings throughout construction period at least 2 times/month
- Assist with the development of RFP to solicit bids for architect for construction and design phase of projects
- Participate at key design and construction meetings as necessary
- Creating, maintaining, reconciling and tracking the project budget and schedule

- Preparing monthly project status reports
- Attend Board meetings as needed to provide project status reports
- Review, approve and submit invoices for payment to the BATA Business Office
- Facilitate the solicitation, evaluation of an Architect/Engineer and negotiate contract bringing recommendation to the Board of Trustees for final approval
- Facilitate the solicitation, evaluation of a Construction Manager and negotiate contract bringing recommendation to the Board of Trustees for final approval
- Prepare and advertise bid solicitation or RFP as necessary
- Serve as the Authority's principal point of contact and liaison between the architect, construction manager, and other consultants and contractors throughout the Housing Project
- Regularly monitor design and construction progress, schedules, budgets, quality and safety
- Assure that the project is completed timely at the lowest possible cost and highest degree of quality
- Facilitate coordination of security, technology, and move management
- Facilitate proper closeout documentation and BATA staff training

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:

- Identified Project manager's / Owner's Representative name, title
- Company profile including principal areas of expertise and experience
- Organizational chart depicting the management of the firm's organization and its relationship to any other business entity
- Resume of the Project manager's / Owner Representatives planned for these projects
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of project manager's separation
- Evidence of firm's financial wherewithal to complete the project
- Include examples of three or four similar projects were the firm and individual has acted in a similar capacity
- Describe how successful previous projects were managed
 - Highlight any experience with federal funding and QBS processes
- Reference from two prior clients where the firm / Individual acted in a similar role
- Provide a schedule based on the desired timeline for the headquarter facility and transfer station projects
- Staffing plan identifying all personnel assigned to the project, in addition to the individual acting as the owner's representative
- Fee proposal and payment schedule, including an hourly fee structure for all personnel planned for the project

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.

Exhibit A

Project Summary

BATA and the Traverse City Housing Commission have partnered to build a new transit headquarters facility in tandem with affordable workforce housing to serve the Grand Traverse Region. The transit-oriented development project will be located on a 50-acre parcel along LaFranier Rd and Hammond Rd in Garfield Township. This parcel is in an identified Opportunity Zone. Support from the Township has been received on the conceptual plan attached. Funding for the design and build of the transit facilities is being sought from Federal sources.

Land Acquisition Timeline

Phase I Conceptual Site Plan Approval (Completed)

Phase II

Timeframe: By 6/30/2020

Scope of Work:

1. BATA to follow the federal NEPA process as required and any identified processes as required for FTA funds to be used for future transit facility construction on the property.
2. In addition to the above analysis, the following inspections/due diligence (and finding all reports acceptable to the purchaser) shall be performed: A) Road Commission driveway B) Drain Commission C) Soil Boring D) Wetlands E) accessibility to all utilities F) and any other governmental agency approvals required
3. The TCHC completion of their due diligence for similar topics cited above
4. Subject to both BATA/TCHC securing finance approval in the course of Phase I and II.
5. \$10,000 deposit to be non-refundable. This deposit to be not applicable to the selling price and shall allow the purchaser to secure an additional 200 days in which to secure approvals and close.
6. Purchase agreement, subject to PUD approval, to be signed by all parties by June 30, 2020.

Phase III

Timeframe: By 12/16/2020

Scope of Work:

1. The purchaser(s) shall complete the Planned Unit Development application and shall submit it to Garfield Township for review and approval. As part of this application, both co-purchasers will have agreed upon the site plans for their specific project. (the sellers agree to sign any PUD application documents provided that the seller is not liable for any financial expenses)
2. Seller to receive monthly progress reports
3. Seller to retain all plans, specs, and findings of fact should buyer not close for any reason.
4. Sale to close within 30 days of all approvals by all agencies, but no later than 12/16/2020

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: _____

