

Request for Proposal

Touchless Bus Wash System

Marquette County Transit Authority

(MCTA)

Marquette, Michigan

RFP # 2021-1

Request for Proposal (REP)

Direct Question To: Mrs. Delynn Klein Executive Director at marqtran@marq-tran.c
TBD. Questions and answers will be posted at www.marq-tran
TBD

Date Issued: 03-04-2021

Date Due: 04-04-2021

Proposer Name: _____

Submit To: Marquette County Transit Authority
1325 Commerce Dr.
Marquette, Mi 49855

PROPOSER READ AND COMPLETE

The undersigned certifies that he/she offers to furnish the materials and services in strict accordance with the requirements of this proposal including any specifications, proposal forms, and terms and conditions that may be attached and that prices quoted are correct.

Signature: _____

Date: _____

Federal ID#: _____
(Precede with "S" if Social Security #)

SECTION TWO

BACKGROUND INFORMATION

The Marquette County Transit Authority (hereinafter referred to as the ("MCTA") **BACKGROUND**

INFORMATION:

The Marquette County Transit Authority's (MCTA) mission is to provide safe, high-quality, efficient, and reliable transportation to Marquette County, Michigan, through nine fixed routes, five door to door service routes, two deviated fixed routes and contracts. Employees serve the public with a high standard of quality, safety, and responsiveness. MARQ-TRAN operates 36 vehicles and transported 370,400 passengers in FY 2015.

SCOPE OF WORK

Project Objectives

The MCTA currently uses an older, brush/gentry system. We are seeking to replace this system with a system from a firm that can supply and complete installation that can accommodate the following:

- A 2 stage, high PH and low PH wash system
- Brushless, drive-through, warm water cleaning
- Can accommodate our fleet of midsize buses
- Retrofit our existing wash bay of approximately 57' length, 19' 7" width, and 18' height. Utilizing 480V electric, municipal water supply and discharge
- All steel piping preferred.
- Utilizing LCD HMI displays, and include multiple wash setting.

All products must be new and not used or refurbished.

The criteria for evaluating proposals are in the section Proposal Evaluation for Award.

MCTA reserves the right to award to the responsive, responsible vendor whose proposal represents the Best Value to the MCTA. The contract will be a firm, fixed price contract.

SPECIFICATIONS

- Detergent application: High pH pivoting Stainless steel detergent application arch.
- 1 Detergent pump assembly, one pump, wall mounted.
- Low pH Pivoting Stainless steel detergent application arch, Detergent pump assembly, one pump, wall mounted.
- Touchless cleaning spinning side sprays left and right oscillating arches.
- 75 HP booster pump, floor mounted, 230/480V, additions to motor starter panel for 75HP pump, including soft start.
- 1 top spray spinner top oscillating arch.
- V-spray side arches used for rear of vehicle cleaning.
- Valve assembly to switch between oscillating and V-spray.
- Hot water heater, 1, natural gas, 100 gallon tank, 199BTU, 120V minimum, including expansion tank.
- Water softener assembly, 16 GPM.
- Rinse arches, galvanized rinse arches on sides and top of machine.
- 1 booster pump, floor mounted, 3HP minimum 230/480V.
- Chassis wash, photo eye activated.
- Co-Ax valve for use with 75HP pump minimum.
- Wheel wash manifolds, minimum 4 nozzles per side.

Vendors must provide the following services:

Project management before and during the implementation

- Direction to the MCTA regarding any infrastructure changes or upgrades necessary to facilitate the implementation of the proposed system
- System installation by qualified/certified personnel performed in a manner that creates little to no downtime for the Agency
- Collaborate with the Agency and subcontractors/ providers to ensure timely implementation of the system.
- Training (both on-site and/or web and in written/digital form) to all Agency personnel and contractors that will use or support the system
- Post-implementation, on-call support for a period of at least one calendar week (8a-5p Mon-Fri).
- Any necessary support.

On-Going Support

A service and support agreement must be presented to the MCTA as an option. The cost of the on-going support must be reported on a per year basis for three years. The MCTA's minimum requirements for on-going support are:

- Written/digital documentation for system use and administration
- Maximum of 1 day response to any system outage that renders a predetermined percentage of the system to become degraded

Ability to obtain support for any issue that cannot be resolved remotely in a predetermined time frame

Ability to replace and reconfigure any failed component (hardware/software)

- Requested maintenance of the system

- Vendor must be able to escalate unresolved problems direct to the manufacturer

Warranty

The MCTA requires a one-year, standard warranty on parts and labor.

QUESTIONS

Questions on the RFP must be submitted to Delynn Klein, MCTA Executive Director, at marqtran@marq-tran.com by March 20th, 2021 and will be answered in writing.

Questions, answers, and any addendums to the RFP will be posted on the MCTA's website at www.roscota.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. Phone calls will not be accepted.

OFFER PREPARATION AND SUBMITTAL

Proposal Content

The following needs to be included with your proposal:

Price Proposal

The price offered must include complete assembly, including Agency employed or subcontracted mechanical, electrical, and plumbing. The price must also include complete demolition and removal of current bus wash system. The per year price of the first three years of support must also be included. The evaluated price will be the total of the base price plus three years of service although MCTA may choose to not procure the support if deemed it its own best interest.

The detailed cost breakdown of the proposed price must be included with the proposal.

Staff and Organization Structure

Describe the proposed staffing, functioning, and interrelationships with the MCTA during the project. Identify principal staff personnel by name and qualification as well as any key staff from subcontractors.

Prior Experience

Describe prior or present projects which would tend to substantiate your qualifications to perform this project. Include the name, address, and telephone number of the responsible person of the former client's organization who may be contacted as a reference.

Authorized Negotiators

Provide the names, telephone numbers, and email address of personnel of your organization authorized to negotiate with the MCTA.

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're incorporated. All respondents must indicate their organization's federal identification number.

Proof of Insurance

Proposers must carry the necessary Workers' Compensation Insurance and include a certification to that effect with the proposal. Proposers must also carry adequate insurance to afford protection against all claims for damage to public or private property and injuries to persons arising out of performance of the work. Copies of completed certificates must be included with the proposal.

Proposal Submittal

All organizations must **mail four (4) copies** of their proposals to Marquette County Transportation Authority, ATTN: Delynn Klein, 1325 Commerce Dr. Marquette, MI 49855. PAGE 2 OF THE RFP MUST BE SIGNED IN INK BY AN OFFICIAL OF THE SUBMITTING ORGANIZATION authorized to bind the proposer to the provision of the RFP and THE SIGNED PAGE 2 MUST BE RETURNED WITH THE PROPOSAL. Proposals will remain valid for 120 days after the proposal due date.

Mailed proposals must be received by 4 p.m. EST on April 4th, 2021 at the Marquette County Transportation Authority at 1325 Commerce Dr. Marquette, MI 49855.

Late submissions will not be accepted. The MCTA reserves the right to postpone the due date for sound, documentable, business reasons.

This project is funded by the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT). It is subject to federal and state guidelines. The federal requirements of this project are Materials and Supplies More Than \$150,000 Michigan Department of Transportation 3165 (11/19) and are attached. A signed copy of page 1 of the federal contract clauses must be included with the proposal. The selected firm may have to have a 3rd party subcontract approved by MDOT.

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 material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date and time. The MCTA shall require proof of agency authority from the person withdrawing proposal.

PROPOSAL EVALUATION FOR AWARD

The proposals will be evaluated by the Selection Committee consisting of the agency Executive Director, (2) Operations Managers, and the Finance Officer. Representatives from the firm(s) in a competitive range may be invited to meet in person or by conference phone call with the Selection Committee before the final selection is made. The presentation or conference phone call allows the Selection Committee to discuss any aspects of the proposal needing clarification. Evaluation scores may be adjusted based on the results of the presentations.

The MCTA reserves the right to reject any and all proposals in whole or part for sound documentable business reasons. The MCTA also reserves the right to award to other than the lowest price proposal and to waive any minor informalities or irregularities.

Proposals will be evaluated using the following selection criteria. The criteria are listed in order of importance although the last two are equally weighted. Price is relatively less important than the other criteria as a whole.

Understanding of the Project's Context and Purpose: A determination will be made of the proposer's technical soundness, understanding of the project and ability to deliver a comprehensive solution to the requirements of the RFP.

Price: Price proposals will be evaluated using the following formula: Lowest proposal price divided by the proposal price being evaluated times available points.

Experience and Qualifications: Evaluation will be on the experience of the proposer and on the qualifications of personnel assigned to successfully complete the project. The identified personnel that work on the project must be the same staff that are identified in the proposal.

TIMELINE OF COMPLETION

The selected vendor will receive a notice to proceed from the MCTA. The entire project must be completed no later than (TBD), therefore the proposer must also show capability and attest it can complete the job on that schedule. MCTA is anticipating a start date of, *ASAP*.

TERMS OF PAYMENT

The prime contractor will complete the project AND submit an invoice to the Marquette County Transportation Authority at 1325 Commerce Dr., Marquette, Mi 49855 in order to guarantee payment. No payment will be submitted to the State of Michigan for reimbursement until the MCTA verifies that the project meets the bid specifications. Upon acceptance, the MCTA will submit 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 the MCTA until the reimbursement check is received by MDOT. All invoices shall be itemized.

PROPOSAL PROTESTS

All protests shall be addressed in writing to the MCTA. Protests about specifications must be received ten (10) days before the proposal due date. Post award protests may

be received by MCTA at any time after proposal opening, but not later than five (5) working days after notification to all proposers of the contract award decision. The MCTA will review and respond within ten (10) days of receiving the protest. The MCTA 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 MCTA.
- d) The relief desired of the MCTA

SECTION THREE

CONTRACTOR FURNISHINGS

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

INDEMNITY PROVISIONS

The contractor shall indemnify, defend and hold harmless the MCTA, 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 contractor
- b) breach by the contractor or any representation of warranty made by the contractor in the contract
- c) occurrences that the contractor is required to insure against as provided for in this 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 contractor, 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 the

Agency, its employees and agents which results from an act or omission of the contractor or any of its subcontractors in its or their capacity as an employer or person

SECTION FOUR

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 MCTA.

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

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

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. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract.

EXAMINATION OF RECORDS

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

ATTACHMENTS

Attachment A - Materials and Supplies More Than
\$150,000 Michigan Department of Transportation
3165 (11/19)