

# **Request for Proposal**

**Replacement of Boilers**

**Marquette County Transit Authority (MCTA)**

**Marquette, Michigan**

**RFP # 2023-1**

## Request for Proposal (RFP)

Direct Question To: Mr. Bill Geller Executive Director at marqtran@marq-tran.com by  
TBD. Questions and answers will be posted at www.marq-tran.com  
by April 22, 2025

Date Issued: April 3, 2025

Date Due: May 3, 2025

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

Submit To: Marquette County Transportation 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

The Marquette County Transportation Authority (hereinafter referred to as the (“MCTA”)

### **BACKGROUND INFORMATION:**

The Marquette County Transit Authority’s (MTCA) 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 250,000 passengers in FY 2024.

### **SCOPE OF WORK**

#### **Project Details**

We invite qualified contractors to submit proposals for the replacement of 2 boilers at Marquette County Transit Authority. The scope of the work includes replacing two Benchmark 2.0 boilers at our main facility located at 1325 Commerce Drive Marquette, MI 49855.

- Replace 2 natural gas Benchmark 2.0 boilers at our main facility with 2 new HE boilers with equal BTUs or greater.
- Replace system pumps.
- Boiler venting.
- Hot water piping and return piping as required to tie in to the new boilers.
- Gas piping rework as required to tie into new boilers
- Condensate piping
- Controls as required for boiler replacement
- Electrical as required for boiler replacement
- Associated piping insulation as necessary
- Remove old boilers and set new boilers in place
- Start new boilers and ensure proper operation
- Must have one year labor warranty from installer.
- Must have the following warranties form the manufacturer
- **Heat exchanger:** 10-year warranty against thermal shock, condensate corrosion, and manufacturing defects
- **Burner:** 5-year warranty
- **Edge controller:** 2-year warranty

- **Parts:** 18-month warranty
- **Control panels:** 2-year warranty against failure
- **Other components:** 18-month warranty against failure, with the exception of the igniter and flame detector

All products must be new and not used or refurbished.

All quotations must include complete assembly, including Agency employed or subcontracted mechanical, electrical, and plumbing.

Must also include complete removal of current boilers

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**

### **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.

## **QUESTIONS**

Questions on the RFP must be submitted to Bill Geller, MCTA Executive Director, at bgeller@marq-tran.com by April, 22, 2025 and will be answered in writing. Questions, answers, and any addendums to the RFP will be posted on the MCTA's website at www.marq-tran.com 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 be on Attachment a – Price Proposal Form

The Attachment A -- Price Proposal Form, **must** be submitted with the proposal in a separate, sealed envelope. **Failure** to submit the Price Proposal Form in a separate, sealed envelope will result in the **immediate disqualification** of the proposer as non-responsive. This requirement is to prevent the possibility of the proposed price influencing the scoring of the other evaluation criteria.

### **Itemized Costs**

A complete list of detailed, itemized costs related to the project/solution is required and must be attached to the Attachment A - Price Proposal Form.

### **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 plus one copy of their Price Proposal Form to Marquette County Transportation Authority, ATTN: Bill Geller, 1325 Commerce Dr. Marquette, MI 49855. The Price Proposal Form must be in a separate, sealed envelope. **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 5:00p.m. EST on May 3, 2025 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 \$250,000 Michigan Department of Transportation 3165 (01/2024) and are attached. The sign-offs at the end of MDOT 3165 must be signed and included with the proposal. The selected firm may have to have a 3<sup>rd</sup> party contract approved by MDOT.**

### **MODIFICATIONS AND WITHDRAWLS 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 using the following selection criteria. The Selection Committee will consist 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. The original scoring of the non-price criteria 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 criteria which are listed in order of importance. Price is relatively less important than the other criteria as a whole.

**Understanding of the Project's Context and Purpose 20:** 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.

**Prior Experience 40:** Evaluation will be based on references, samples of work and explanations of similar services.

**Capability and Qualifications 30:** Evaluation will be on the capability of the proposer to complete the RFP requirements 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.

**Price: 10**

Price will be evaluated using the formula: lowest proposal price divided the proposal being evaluated times available points.

**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, *June 1, 2025.*

**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 **TBD** 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 Executive Director at MCTA 1325 Commerce Drive, Marquette, MI 49855 Protests about specifications must be received ten (10) business days before the proposal due date. Protests received after the due date, but before



award must be received five (5) business days after the due date. Post award protests must be received no later than Five (5) business days after the 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,
- e) that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage
- f) 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 RCTA 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 less than \$250,000  
Michigan Department of Transportation 3165 (01/2024)

