

Saint Joseph County Transportation Authority (SJCTA)

Request for Proposals (RFP) Erecting a 50x60 pole barn building

RFP # 2023-1

Section I

Direct Questions To: Allen Balog, Executive Director,
Saint Joseph County Transportation Authority (SJCTA)
Director@sjcta.info

Please direct questions via email by March 24,2023

Date Issued: March 6, 2023

Proposal Due: April 3,2023

Proposer Name: _____

Proposal Price: _____

Submit the original proposal to: Allen Balog, Executive Director

Saint Joseph County Transportation Authority (SJCTA)

810 Webber Avenue

Three Rivers, MI 49093

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 the specifications and Terms and Conditions that are attached: that the prices submitted are correct.

Company Name:_____ Federal ID #_____

Print Name and Title:_____

Signature Date 2

SECTION II

BACKGROUND INFORMATION:

The Saint Joseph County Transportation Authority (“SJCTA”), is a public transportation system serving all of Saint Joseph County. We provide safe, reliable, efficient, and cost effective public transportation in our community.

SCOPE OF WORK:

Project Objectives:

The SJCTA is requesting proposals from qualified vendors to erect a 50x60 pole barn building at 810 Webber Avenue Three Rivers, Michigan 49093

Specifications:

Erect a 50’ X 60’ pole barn building:

All excavating and site preparation:

Concrete floor:

Concrete apron approach to the building:

Electrical: 200 amp service:

Garage door opener:

We have all the metal for this project that is brand new including gutters and down spouts. Also have new overhead door and service entrance door.

A site visit will be held at SJCTA, 810 Webber Avenue, Three Rivers, Michigan, on 23rd of March 2023 ___date___, at ___time_10:00AM___.

Milestones:

Proposals Due: April 3,2023

Proposer Selection: April 6 ,2023

Anticipated project completion: to be determined.

SECTION III

PROPOSAL CONTENT AND SUBMITTAL:

Business Organization: State the full name and address of your organization and, if applicable, the parent, subsidiary, or subcontracted entity that will perform or assist in 3

performing the work contained in your proposal. 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 indicate their organization's federal identification number.

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 RFP requirements.

Prior Experience: Provide descriptions of three prior or present projects which would tend to substantiate your qualifications to perform this project. Include the name, address, and telephone number of the reference's contact person, and completion date.

Proposal Price: The proposal price must include all labor and materials and include a detailed, breakdown. Any part of the proposal that will be performed by subcontract must be indicated.

Signed Federal Contract Clauses: A signed copy of the Federal Contract Clauses Construction Less Than \$150,000 (Attachment A) must be included with the proposal.

Proposal Submittal: Mail/deliver (1) copy of the proposal with attachments to:

Allen Balog, Executive Director

Saint Joseph County Transportation Authority (SJCTA)

810 Webber Avenue

Three Rivers, MI 49093.

Proposals will be received until 4:00pm on April 3,2023

Late submissions will NOT be accepted.

The completed RFP cover page must be attached to the submitted proposal and must be signed in ink by an official of the organization authorized to bind the proposer to the RFP provisions and the submitted proposal.

Proposals may be withdrawn by written request at any time prior to the due date and time.

Submitted proposals and prices must remain valid for 120 days after the proposal due date.

Submitted proposals become the property of SJCTA and will not be returned.

QUESTIONS:

Questions about this RFP must be submitted in writing to Allen Balog ,director@sjcta.info. Phone calls about the RFP or related issues will not be accepted. All questions and answers related to this RFP will be posted on our website at www.sjcta.info and sent to all

vendors who were sent an RFP, or who have submitted questions or a proposal. All questions and/or comments must be received at least ten (10) working days prior to the proposal due date. Verbal comments are not part of this solicitation.

MODIFICATIONS AND WITHDRAWALS OF OFFERS:

Proposals may be withdrawn by written request at any time prior to the due date and time. No proposal may be withdrawn after the due date. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date and time. SJCTA shall require proof of agency from person withdrawing proposal and sign a receipt of withdrawal.

FEDERAL REQUIREMENTS

This project is funded by Federal Transit Administration (FTA) and Michigan Department of Transportation (MDOT) grants and federal and state guidelines apply. The federal requirements are Federal Clauses– Construction Less Than \$150,000 as attached as Attachment A. A signed copy of the Federal Clauses must be submitted with the proposal. Davis-Bacon prevailing wage requirements apply and certified payrolls must be submitted weekly. The Davis-Bacon wage determination and Certified Payroll Form are attached as Attachment B. The selected firm may have to have an MDOT-approved subcontract with SJCTA. Award will only be made to a responsive and responsible firm.

PROPOSAL EVALUATION:

The proposals will be evaluated using the selection criteria which are listed below in order of importance. Price is less important than the other technical factors as a whole.

All proposals will be evaluated by a Selection Committee consisting of the Executive Director, Maintenance Supervisor, Operations manager and Office Manager. The Selection Committee may be assisted by other technical personnel as deemed appropriate for the purpose of selecting the proposer with whom a contract will be executed. Representatives from the firms in a competitive range may be invited to interview in person, by phone or by video conference with the Selection Committee before final selection is made. Original scoring of the evaluation criteria may be modified based on the results of the interview.

SJCTA reserves the right to cancel the solicitation or reject any and all proposals in whole or part for sound, documentable business reasons. SJCTA reserves the right to award to other than the lowest priced proposal and to select the proposal offering the Best Value to SJCTA.

SJCTA reserves to right to waive any minor informalities or irregularities and to use whatever reasonable and prudent evaluation techniques it deems appropriate. This solicitation will result in a firm, fixed price contract. 5

Proposal Content: Proposal's narrative statement will be evaluated on thoroughness and completeness.

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

Price: Proposals will be evaluated using the following formula: lowest proposal price/price being evaluated x points possible.

TERMS OF PAYMENT

The contractor will submit an invoice to SJCTA, Attn: Allen Balog, Executive Director, 810 Webber Avenue Three Rivers, MI 49093. No reimbursement request will be submitted to the State of Michigan until SJCTA verifies that the project meets the RFP specifications. Upon acceptance, SJCTA will place a reimbursement 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 SJCTA until the reimbursement check is received by the SJCTA. All invoices shall be clearly itemized.

SJCTA 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 contract resulting from this RFP.

PROTESTS:

Contractors wishing to protest procurement decisions or processes must submit the protest in writing to the Executive Director at SJCTA. 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 the SJCTA no later than five (5) business days after the award decision.

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 initial protest may be permitted only at the sole discretion of SJCTA.

d) The relief desired of SJCTA.

SECTION IV

CONTRACTOR/TRANSIT AUTHORITY FURNISHINGS:

The contractor shall provide all supervision, labor, materials, supplies, parts, tools, transportation and equipment necessary to perform the scope of this project. 6

PERMITS AND LICENSING:

The selected Contractor, at their expense, shall be responsible for the obtaining of all applicable permits, licenses and inspections as required by local, state and federal authorities. The Contractor, and subcontractors, shall comply with all Federal State, and local ordinances, rules and regulations in the performance of this project.

WARRANTIES:

The Contractor shall provide a warranty guaranteeing all work and materials for a period of at least ten (10) years after Substantial Completion, and all service with that period shall be rendered without charge to SJCTA. Warranty duration shall be extended for those products specified exceeding the ten (10) year period. The Contractor shall be 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. SJCTA shall expect the Contractor to have adequate stock of replacement parts available to service the SJCTA's needs in a timely manner.

INDEMNIFICATION PROVISIONS:

The contractor shall indemnify, defend and hold harmless SJCTA'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 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 ITA, 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

INSPECTION: 7

Final inspection and acceptance of all work and other deliverables required under this contract shall be performed by SJCTA. Payment will not be made until SJCTA issues a written Notice of Acceptance.

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.

EXAMINATION OF RECORDS:

The proposer who is awarded the contract agrees that the auditor of SJCTA 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.

SECTION V:

Attachment A -- Federal Clauses, Construction Less than \$150,000.

Attachment B -- Davis Bacon Prevailing Wage Rates