**Request for Proposal** 

# Touchless Bus Wash System Shiawassee Regional Education Service District (SRESD) Owosso, Michigan

Direct Question To:	Bid DocumentMr. David E. Schulte, Superintendent, <a href="mailto:schulte@sresd.org">schulte@sresd.org</a>
	Bus Wash System Requirements—Mr. Dan Halligan, Lead Mechanic,
	halligan@sresd.org

- Date Issued: 4-18-2024
- Date Due: 5-2-2024, 2 pm local time

Proposer Name:

Submit To: Shiawassee RESD, 114 W. North Street Owosso, MI 48867

MARK AS BUS WASH BID

## **BACKGROUND INFORMATION**

The Shiawassee Regional Education Service District's (SRESD) operates a Transportation Center jointly with the Shiawassee Area Transit Authority (SATA). SRESD has approximately 28 school buses and SATA has approximately 18 transit Buses

## SCOPE OF WORK

## **Project Objectives**

We are seeking to replace a touchless system that was destroyed in a building fire in 2022. The new facility is currently nearing completion with a target date of June 30, 2024. We are seeking a replacement system from a firm that can supply and complete installation of a system that can accommodate the following:

- A 2 stage, high PH and low PH wash system, at least one arch design
- Brushless, drive-through, warm water cleaning
- Wash and Rinse tanks (as needed)
- Water Softener (as needed)
- Undercarriage wash
- Rear Rinse
- Accommodate fleet of school and midsize transit buses
- Fit our new wash bay of approximately 100' length, 19' width, and 16' height. Utilizing electric, well water supply and drain field discharge
- All steel piping preferred.
- Utilizing LCD HMI displays, and include multiple wash setting.
- All installation, including parts and supplies

All products must be new and not used or refurbished. The criteria for evaluating proposals are in the section Proposal Evaluation for Award. SRESD reserves the right to award to the responsive, responsible vendor whose proposal represents the Best Value to the SRESD. The contract will be a firm, fixed price contract.

Vendors must provide the following services:

- Project management before and during the implementation
- Direction to the SRESD 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 SRESD
- Collaborate with the SRESD and subcontractors/providers to ensure timely implementation of the system.
- Training (both on-site and/or web and in written/digital form) to all SRESD 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).

### **ON-GOING SUPPORT**

A service and support agreement must be presented to the SRESD as an option. The cost of the on-going support must be reported on a per year basis for three years. The SRESD'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 SRESD requires a one-year, standard warranty on parts and labor.

#### QUESTIONS

Questions on the RFP must be submitted to David Schulte, Superintendent, SRESD <u>schulte@sresd.org</u>. Questions regarding the bus wash system must be submitted to Dan Halligan, Lead Mechanic, SRESD at <u>halligan@sresd.org</u> by April 25, 2024, and will be answered in writing.

Questions, answers, and any addendums to the RFP will be posted on the SRESD's website at <u>https://www.sresd.org/about-us/sresd-resources/bids/</u> 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 SRESD 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 SRESD 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 SRESD 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 SRESD.

#### **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 or deliver four (4) copies of their proposals to the Shiawassee Regional Education Service District, ATTN: BUS WASH BID, 114 W. North Street, Owosso, MI 48867.

Proposals will remain valid for sixty (60) days after the proposal due date.

\*\*\*Proposals must be received by 2 p.m. ESDT on May 2, 2024 via mail or hand delivery. No electronic submissions\*\*\* at the Shiawassee Regional Education Service District, ATTN: BUS WASH BID, 114 W. North Street, Owosso, MI 48867. Late submissions will not be accepted. The SRESD reserves the right to postpone the due date for sound, documentable, business reasons. Proposals must include completed Addendum A, Iran Business Relationship Act, and the Familial Disclosure Statement.

## **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 SRESD shall require proof of SRESD authority from the person withdrawing proposal.

### PROPOSAL EVALUATION FOR AWARD

The proposals will be evaluated by the Selection Committee including SRESD and SATA staff. 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 SRESD reserves the right to reject any and all proposals in whole or part for sound documentable business reasons. The SRESD also reserves the right to award to other than the lowest price proposal and to waive any minor informalities or irregularities.

<u>Proposals will be evaluated using the following selection criteria.</u> The criteria are listed in order of importance although the last two are equally weighted.

<u>Understanding of the Project's Context and Purpose</u>: 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.

<u>Price:</u> Lowest proposal price that meets the most specifications will receive the most 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 SRESD. <u>The entire project must</u> <u>be completed no later than August 1, 2024, therefore the proposer must also show capability</u> <u>and attest it can complete the job on that schedule.</u> SRESD is anticipating a start date of June 1, 2024.

### TERMS OF PAYMENT

The prime contractor will complete the project AND submit an invoice to the Shiawassee Regional Education Service District Business Office at 114 W. North Street, Owosso, MI 48867 in order to guarantee payment.

#### **CONTRACTOR FURNISHING**

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 SRESD, 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 SRESD, 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**

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 SRESD.

#### **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 SRESD is exempt from Federal, State, and local taxes. The SRESD 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.

#### **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 SRESD 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.

# SCHEDULE A SHIAWASSEE RESD BUS WASH PROJECT BID FORM

TO: Mr. David Schulte, Superintendent Shiawassee RESD 114 W. North Street Owosso, MI 48867

Having carefully reviewed the bidding documents described in the RFP and understanding the scope of work involved in the proposed Bid and those that interface with it, we hereby propose to furnish labor, materials, tools, equipment, supervision, insurance and services required for the completion of all work required for the Bid indicated in accordance with the RFP.

BASE BID:\_\_\_\_\_

BIDDERS NAME:

#### ADDENDA:

And having Received and Examined the Following Addenda: (include date for acknowledgement)

 Addendum Number\_\_\_\_\_, dated\_\_\_\_\_, 2024

 Addendum Number\_\_\_\_\_, dated\_\_\_\_\_, 2024

#### SUBSTITUTIONS:

Bidder is cautioned to bid on the "Standards" specified. The following substitutions for the "Standards" specified are listed herein for consideration, and if accepted, the contract sum may be adjusted in accordance with the following:

 Add / Deduct \$
Add / Deduct \$

#### CONTRACT:

This project is scheduled to complete during the summer of 2024. The undersigned agrees that the above Base Bid Prices shall hold for 60 days after receipt of proposals, to accept provisions of "Instructions to Bidders"

#### **IRAN BUSINESS RELATIONSHIP AFFIDAVIT:**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran Linked Business," as that term is defined in the Act.

SUBMITTED BY:	
Firm Name:	
Address:	
Email Address:	
Signed:	
Typed Name:	
Date:	Title:
Phone:	Fax:
If bidder is a Corporation, indicate State of Incorpo	pration:
If a Partnership, give full names of all Partners:	

Please submit (1) one original copy and (1) one copy of this proposal. Contractor should retain (1) one copy for your records.

#### FAMILIAL DISCLOSURE STATEMENT

All bidders must complete the following familial disclosure from in compliance with MCL 380.1267 (Public Act 232 of 2004) and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive officer of the public school academy. The Owner shall not accept a bid that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE.)

Signature(s): Title: Name of Firm:

STATE OF MICHIGAN SS COUNTY OF

On this day of \_\_\_\_\_, 20\_\_\_\_,

Said county, personally appeared

before me a Notary Public in and for , agent of the said firm

And acknowledged the same to be his free act and deed as such agent.

Notary Public

## SCHEDULE B SHIAWASSEE RESD BUS WASH PROJECT INSURANCE REQUIREMENTS

#### WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Worker's Compensation: State of Michigan Statutory Limits

Employer's Liability:	\$500,000 – each accident
	\$500,000 – disease (each employee)
	\$500,000 – disease (policy limit)

The limits for Commercial General Liability insurance including -coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards) shall be as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE:

Each occurrence \$2,000,000 - aggregate

Each occurrence \$2,000,000 - aggregate

Fire Damage (any one fire) \$100,000

Medical Expense (any one person) \$5,000

The Contractor shall furnish and maintain during the entire period of construction, a Protective/Contractual Liability policy written in the name of the Owner and Architect with the following limits:

Bodily Injury \$1,000,000 – each occurrence Property Damage \$1,000,000 – each occurrence Property Damage \$1,000,000 – aggregate

Notes;

Products-Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment.

The Owner and Architect shall be listed as additional insured. The Owner shall be the certificate holder.

Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage:

AUTOMOBILE LIABILITY INSURANCE:

Bodily Injury \$1,000,000 Property Damage \$1,000,000

Umbrella or Excess Liability Coverage: UMBRELLA/EXCESS LIABILITY INSURANCE:

Umbrella/Excess Insurance

\$2,000,000 – each occurrence \$2,000,000 – aggregate