

## **PART 1.0 REQUEST FOR PROPOSALS**

### **1.1 Scope**

Procuring Agency: Blue Water Area Transportation Commission  
2021 Lapeer Avenue  
Port Huron, Michigan 48060  
Lisa Collins, Procurement Manager  
Phone: 810-966-4207  
Email: [lcollins@bwbus.com](mailto:lcollins@bwbus.com)

The contract awarded hereunder shall be for the manufacture and delivery of up to 65 low floor, cutaway, CNG, buses, plus options, in accordance with the terms and conditions set forth below. This procurement will be on a competitive negotiation basis. The term of this contract will be for five (5) years.

### **1.2 Contract Documents**

Any contract resulting from this solicitation shall include the following, which are incorporated herein:

Legal Notice  
Part 1.0 – Request for Proposals  
Part 2.0 – FTA Required Clauses  
Part 3.0 – Required Signed Statements and Forms  
Part 4.0 – Technical Specifications  
Part 5.0 – General Terms and Conditions  
Part 6.0 – Information for Proposers

### **1.3 Definitions**

The following are definitions of special terms used in this document:

- (1) Procuring Agency – Blue Water Area Transportation Commission
- (2) BWATC – Blue Water Area Transportation Commission
- (3) Contracting Officer – The person who is executing this contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.
- (4) Procuring Officer – The person who coordinates and facilitates all communications in regard to this contract on behalf of the Procuring Agency.
- (5) Contractor – The successful proposer who is awarded a contract for providing all coaches and equipment described in the contract documents.
- (6) Authorized Signee – The person who is executing this contract on behalf of the proposer/contractor and who is authorized to bind the proposer/contractor.

(7) Supplier – Any Manufacturer, Company, or agency providing units, components, or subassemblies for inclusion in the coach. Supplier items shall require qualifications by type and acceptance tests in accordance with requirements defined in quality assurance section of the technical specifications.

(8) Work – Any labor, supervision, service, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

(9) Defect – Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a coach to cease operating or causes it to operate in a degraded mode.

Performance – Performance relates to the manufacturer's ability to meet the following criteria:

a. Financial resources to ensure completion of procurement.

b. Availability of trained service personnel and manuals to provide adequate, timely technical support for the maintenance and operation of the coaches including modifications and upgrading programs.

c. Availability of training facilities, training materials, and personnel to provide training to COMMISSION personnel for the maintenance and operation of the coaches.

d. Availability of service and repair parts through dealer or support organizations.

e. Production facilities adequate to ensure rapid manufacture and delivery of coaches.

f. Ability to demonstrate a commitment to the production of the proposed vehicle for an extended period past the offering to Blue Water Transit and an established history of producing the offered model or a similar model for an extended period of time.

(10) Standardization – Standardization relates to the production of functionally similar coaches by all manufacturers and to the use of uniform procurement procedures by procuring agencies. The resultant economy of scale is intended to reduce the acquisition costs of coaches.

(11) Pricing Proposal – Proposers properly sealed and identified proposal addressing the acquisition cost of the buses and options parts offered in compliance with the specifications, including all amendments.

(12) Competitive Negotiation – The type of FTA approved contracting instrument employed in this procurement. Proposals are solicited from a number of prospective proposers. After initial evaluation, COMMISSION may negotiate with those proposers falling within a competitive range and those proposers may be requested to submit a best and final offer, which is again evaluated, before contract award.

(13) Competitive Range – The range in which all proposals have a reasonable opportunity of being selected for award, after initial evaluation. Competitive negotiation refers to both price and technical capability.

### **1.3 Proposal Requirements**

Sealed proposals and required forms and information as specified in the contract documents, in duplicate, *one printed original and one digital copy on USB drive*, will be received at the address shown in Section 1.1 up to and including 2:00 PM EDT of January 08, 2025 for the provision of up to 65 low floor, cutaway, CNG, buses.

All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and conditions of the contract documents. The buses shall fulfill all of the requirements defined in PART 4.0 – TECHNICAL SPECIFICATIONS – BUSES, including addenda thereto. Compliance with these requirements shall be in accordance with the procedures defined in workmanship, materials, and warranty provisions, also found in the technical specifications.

### **1.4 Pricing Schedule**

The bidder shall execute FORM 3.1 – PRICING PROPOSAL, Contractor shall be liable for payment of all taxes applicable to the complete coach as delivered and should add these amounts to the bid price. The procuring agency shall be liable for any taxes applicable to the buses as delivered that are adopted and become effective between the final proposal submission date and the delivery date.

### **1.6 Delivery Procedure**

Delivery shall be determined by signed receipt of the Procuring Agency's designed agent at the point of delivery and may be preceded by cursory inspections of the buses.

The buses shall be delivered during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The buses will not be delivered on Saturday, Sunday or holidays unless prior arrangements have been made with the designated agent. Delivery shall be completed as soon as possible but must be within eight (8) months after delivery of the executed purchase order.

### **1.7 Service and Parts**

The proposer shall state the representatives responsible for assisting the Procuring Agency, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The proposer shall also state on Form 3.5 and Form 3.6, its policy on transportation charges for parts other than those covered by warranty.

### **1.8 Payment Schedule**

The COMMISSION shall make payment in full within thirty (30) days after acceptance of the buses. Contractor's invoices for coaches shall be submitted to BWATC, 2021 Lapeer Avenue, Port Huron, Michigan, 48060, and shall include:

Contract Number

Line item number invoiced

Number of spare parts/equipment involved, if applicable

Model and serial number of coach involved, if applicable

Unit and total prices by line number  
Total invoice amount

The successful proposer must furnish the Commission an Application for Certification of Ownership and/or Point of Origin Certificate or a vehicle title for the chassis and any improvements for the vehicle regardless of payment option before any payments are made.

### **1.9 Proposer Review Procedures**

This section establishes procedures for proposer to seek review of the Buses specifications and other addenda.

Form 3.17, *Requested Equipment and Options, Proposer's offered Equipment*, shall be sent with the proposal package. This form outlines the equipment Blue Water Area Transit has requested and what equipment the Proposer intends to furnish.

***Blue Water Area Transit is specifying brands names in its technical documentation for the sole purpose of clarification of expected operating requirements and has no brand preferences. Therefore, any items offered as equals must be demonstrated to have the same salient characteristics of the specified item or they will be denied. The proposals shall be evaluated on conformance to requested equipment by factors other than brand name.***

***It must be fully understood that anywhere in Part 4.0 that the statement "or approved equal" is stated that it is stated only for the purpose of stating that BWATC is receptive to alternates as long as the item has the same salient characteristics as the mentioned brand name item. An approved equal's process is not a part of this RFP. Equals must be stated on Form 3.17 and must be accompanied with supportive documentation justifying the salient characteristics.***

Blue Water Area Transit is familiar with all brands requested, therefore, proposed brands other than brands specified shall have sufficient technical data, test results, or other pertinent information submitted with the proposal as evidence that the substitute being offered is, at a minimum, an equal to that requested by the specification.

The COMMISSION may modify any part of the RFP at any time prior to contract award, by issuing written addenda.

### **1.10 Competitive Negotiation Procurement**

A. Contract award shall be made to that proposer whose proposal, conforming to the solicitation, will be most advantageous to the COMMISSION in terms of all the evaluation criteria listed in Section 1.11.

B. The competitive negotiation process employed by the COMMISSION for this procurement is outlined below:

1. Proposers submit their completed proposals, including pricing and required forms and certifications, by 2:00 PM on January 8, 2025. Incomplete proposals will be deemed non-responsive.

2. Proposals are privately opened and reviewed by the COMMISSION'S Evaluation Committee. Proposals are first reviewed to determine compliance (responsiveness) to the request for proposals.

3. Proposals found to be responsive are then evaluated by the committee based on the evaluation criteria listed in Section 1.11. This step will be completed within Thirty (30) calendar days of the proposal submittal deadline.

4. The committee shall decide to recommend contract award at that point, to negotiate with compliant proposers to be within competitive range, or to reject all proposals in the best interests of the COMMISSION. Competitive range includes all proposals which have a reasonable chance of being selected for award. If it is decided to award a contract during this step, award will be within Thirty (30) calendar days of the initial evaluation.

5. If negotiations are employed, all proposals within the competitive range are formally notified in writing. Negotiations shall be conducted as outlined in Section 1.12. Following negotiations, proposers may modify their original proposal and shall submit a "best and final offer" by a specified closing date.

6. Recommendation to the Board of Commissioners will be made for their approval. Following the Board's decision, at this time only will documentation be made available for public information. Proprietary information will be respected within legal constraints. The COMMISSION does not undertake any responsibility for public disclosures of proprietary or confidential material. Any proposer seeking confidentiality shall clearly specify the material and request its return after contract award.

C. The COMMISSION intends to notify a proposer whose proposal falls outside the competitive range.

D. Proposals may be modified or withdrawn up to the proposal submission date by all proposers and up to the close of negotiations by all proposers within the competitive range. This may be accomplished by the proposer's authorized representative in person, or by written or telecommunicated notice. After the close of negotiations proposals may not be withdrawn for thirty (30) calendar days.

### **1.11 Evaluation Criteria**

The COMMISSION'S evaluation committee will employ the following criteria in evaluating proposals. The order in which they are listed indicates the relative weight of importance assigned to each criterion. The evaluation committee will also use more detailed sub-criterion as outlined, but not specifically stated below, in the proposal evaluation process. The COMMISSION may revise, by written addenda, the evaluation criteria during the course of negotiations.

1. Conformance to requested equipment

2. Performance.

3. Parts availability, documentation and ordering methods: Includes, but is not limited to, cost and availability of parts, lead times for parts, evaluation of completeness and clarity of parts and service manuals, Interactive CDROM manuals or paper based, Internet or phone based ordering.

4. After delivery support systems: Includes, but is not limited to, evaluation of mechanic and operator training, engineering support for known problems, time required to fill parts orders, availability of service personnel for both telephones and on site problem solving.

5. Servicing and operating characteristics: Includes, but is not limited to, evaluation of performance of the proposed coaches, acceleration, fuel economy, braking systems, HVAC performance, average repair times, component access, and parts availability.

6. Pricing of buses

### **1.12 Negotiation**

A. The COMMISSION will negotiate with all proposers within the competitive range if it is deemed by the evaluation committee that this option should be pursued. The COMMISSION reserves the right to award a contract without requesting a final offer. If negotiations are pursued, the extent of the negotiations will vary with the quality of the proposals. The committee or its designed representative(s) may conduct separate negotiations with individual proposers by meetings, telephone conversations, and/or written correspondence.

B. The committee may request, as part of its evaluations, that a coach similar to the coach specified be made available for the committee's inspection and testing.

C. In the course of negotiations, the COMMISSION will attempt to advise each proposer of all weakness, deficiencies, or excesses in their proposal, without discussing evaluative and price comparisons among competing proposers.

D. During negotiations, the COMMISSION will notify all proposers within the competitive range, in writing via email, of the time at which negotiations will close. This shall also be the time by which Best and Final offers must be received by the COMMISSION. The COMMISSION will treat written revisions to proposals received after the close of negotiations in the same manner as late proposals.

E. The Best and Final offer shall be submitted in duplicate and shall contain only those items within the proposer's proposal that have changed as a result of negotiations and upon which the proposals desires their Best and Final offer to be based. The Best and Final offer shall include a complete new Best and Final pricing page.

### **1.13 Notice to Unsuccessful Proposers**



The COMMISSION will inform, upon request, unsuccessful proposers that were within the competitive range of the following information after contract award:

1. The names of all proposers;
2. The names and address of the successful proposer; and
3. The contracted items, quantities, and prices.

The COMMISSION'S failure to provide this notice shall not be deemed to affect the validity of the contract.

#### **1.14 Cost Analysis**

After selection of proposers falling within the competitive range, the COMMISSION may, at anytime after that point, request cost data from these proposers for the purpose of conducting a comprehensive cost analysis. Each proposer submitting cost data must do so on the form provided by the COMMISSION, or, if the COMMISSION provides no form, in a mutually agreeable format. Allow ability of cost will be determined in accordance with the Federal Acquisition Regulations.

#### **1.15 Proposal Preparation**

Each offer to this solicitation shall be made only on the forms provided, where appropriate. All blank spaces shall be filled in and no changes shall be made in the wording unless specific written permission is received from the Procuring Agency.

The proposers shall submit their proposals in a sealed and identified package. Each proposal package shall be marked with the name and address of the proposer, the name and address of the procuring agency, and the request for proposals number.

The proposal shall be identified as follows:

#### **“PROPOSAL FOR PROVIDING LOW FLOOR, CUTAWAY, CNG, BUSES”**

The proposal package shall contain the following information and it shall be listed in the package in the same order as given below. **Exclusion of any of the required information may result in the proposal being deemed non-responsive.**

1. Proposed price and signed offer – Form 3.1
2. Signed “Buy America” certificate – Form 3.2
3. Amendment acknowledgement - Form 3.18
4. “Buy America” Certification Table – Vendor Supplied
5. Suspension and Debarment – Form 3.3
6. Location of nearest technical service representative – Form 3.5
7. Location of nearest parts distribution center – Form 3.6
8. Signed DBE certification – Form 3.7
9. Signed EEO certification – Form 3.8
10. Certificate of Lobbying Activities – Form 3.9
11. FMVSS Compliance Certificate – Form 3.11

12. Final Assembly Point Certificate – Form 3.12
13. Antipollution certificate – Form 3.13
14. Bus Testing reports and certification – Form 3.15
15. Requested Equipment and Options, Proposer's offered Equipment – Form 3.17
16. Certificate of Receipt of FTA clauses – Form 4.0
17. Passenger seating diagram
18. CNG System description
19. Air suspension description
20. Video Surveillance System description
21. Air Suspension System description
22. Hydraulic Suspension System description

Following this list of required information, the proposal shall also include statements addressing the additional information requested under Part 4, Technical Specifications of this solicitation, and shall include samples and examples as necessary to fully explain each proposer's offered equipment.

Proposals received after the proposal submission date shall be unopened and returned to the submitting proposer.

#### **1.16 Protests**

A. A protest based upon a provision of this Request for Proposals must be delivered to the Procurement Manager or his authorized designee no later than eight (8) calendar days prior to the time set for receipt of the proposals. A protest based upon any other grounds must be delivered to the Procurement Manager or his designee no later than seven (7) calendar days after the protesting proposer first became aware of, or reasonably should have become aware of, the basis for the protest.

B. The protest must be in writing, must include a detailed explanation of the basis for the protest, and must state the remedy sought by the protesting proposer. Upon timely receipt of a protest that satisfies those requirements, the Procurement Manager or his designee will issue a written decision, and have it delivered to the protesting proposer. This decision shall be final. Failure to specify objections in writing and in accordance with the specified time deadlines shall constitute a waiver of all right to protest.

C. Nothing in this section shall be deemed to prevent the COMMISSION from awarding a contract while a protest or protest appeal is pending.

#### **1.17 Ordering**

1. Buses will be ordered that conforms to the specifications listed in Part 4. The buses will be inspected for compliance and placed into revenue service for sixty (60) calendar days. On or before completion of the sixty days, BWATC will decide if the vehicle will be operable in BWATC service area for its design life without major failures. BWATC shall work proactively with the manufacturer to solve any issues that may come up during the 60-day period. If the problems cannot be resolved and the vehicle made fit for service in the BWATC service area, BWATC reserves the right to cancel the contract and return the vehicle to the manufacture with no encumbrance upon BWATC.



2. The proposer agrees that if the buses cannot be made fit for service in the BWATC service area and the buses is returned to the proposer, that the proposer will fully refund any progress payment made on the vehicle.
3. If the vehicle proves satisfactory, BWATC will pay in full within 30 calendar days after completion of the 60-day acceptance period as noted in Section(a).
4. The buses to be furnished under this contract shall be ordered by issuance of a delivery (purchase) orders by the individual designated in the specifications.
5. All delivery (purchase) orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery (purchase) order and this contract, the contract shall control.
6. If mailed, a delivery (purchase) order is considered "issued" when the COMMISSION deposits the order in the mail. Orders may be issued orally or by written telecommunications, only if authorized in the specification.

### **1.18 Delivery – Order Limitations**

This proposal covers the manufacturing and delivery of up to 65 buses. No additional orders are allowed under this proposal.

### **1.19 Bus Testing**

All proposers must comply with FTA regulations per 45 CFR, Part 665, requiring bus manufacturers to test all new model buses at The National Bus Testing Facility at Pennsylvania State University in Altoona, Pennsylvania or have tested older models to Section 317 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, as applicable.

New model buses mean a bus model that-

1. Has not been used in public transportation in the United States before October 1, 1988 or;
2. Has been used in such service but which after September 30, 1988 is being produced with a major change in configuration or a major change in components.

For all model buses proposed, the COMMISSION must receive copies of all relevant test reports and an executed copy of Form 3.15. Test reports must be received by the COMMISSION prior to contract award.

### **1.20 Pricing for Future Purchases**

For purchases after the initial year of the contract, the price may be adjusted (higher or lower) by a factor based on the U.S. Bureau of Labor Statistics, Producer Price Index of Truck and Bus Bodies.

## **END PART 1 - REQUEST FOR PROPOSALS**