

## **PART 6.0 INFORMATION FOR PROPOSERS**

**7.1 - Contract Documents** - The Legal Notice, Parts One, Two, Three, Four, Five, and Six, are the contract documents that will form The Contract. Proposers should examine each part of the Contract Documents.

**7.2 - Date and Place of Opening** - Pursuant to the Request for Proposals the sealed proposals will be received by the Blue Water Area Transportation Commission, 2021 Lapeer Avenue, Port Huron, Michigan, 48060, until 2:00 pm Local time on January 8, 2025. They will be privately opened and reviewed and evaluated per Part 1.0 of this contract.

**7.3 - Printed Pricing Proposal** - All proposals must be submitted upon the form provided. Proposals submitted in any other form will be considered non-responsive and will be rejected. They must be signed and acknowledged by the proposer in accordance with the directions in the proposals. In order to insure consideration, the proposal should be enclosed and marked "**DO NOT OPEN UNTIL 2:00 PM LOCAL TIME, January 8, 2025**". Note that the proposal provides for the proposed price to be based on payment terms of 30 days after acceptance of each bus unless progress payments are negotiated.

**7.4 - Omissions and Discrepancies** - Should a proposer find discrepancies in or omission from the specifications or contract documents, or should they be in doubt as to their meaning, they should notify at once the Contract Administrator, who may send a written instruction to all bidders.

**7.5 - Term of Proposal Effect** - All proposals shall remain in affect for a period of ninety (90) days from the date of opening.

**7.6 - Acceptance or Rejection of Proposals** - The Commission reserves the right to reject any and all proposals without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected and one or more items in the price schedule may be rejected. Any proposal in which unit prices are omitted or in which prices are obviously unbalanced, may be rejected. Any proposal accompanied by any insufficient or irregular bid deposit may be rejected. Conditional proposals or those which take exception to the specifications may be considered non-responsive and may be rejected.

**7.7 - Air Pollution** - The Contractor and suppliers must submit evidence to the Commission the governing air pollution criteria will be met. This evidence and related documents will be retained by the Commission for examination by the Federal Transit Administration (FTA).

**7.8 - Acceptance of Vehicles and Payment Terms** - BWATC will notify the manufacturer, in writing, within thirty (30) days, except as provided for in other sections of these documents, after delivery if the bus has or has not been accepted. A letter on non-acceptance will furnish details of the deficiencies. Invoices will be furnished with or prior to the delivery of each bus.

**7.9 - Time for Executing Contract and Damages for Failure to Execute** - Any proposer who's

proposal shall be accepted may be required to appear at the office of BWATC in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within fourteen (14) days after notice that the Contract has been awarded to them. Failure to do so shall constitute a breach of the Agreement affected by the acceptance of the proposal.

The damages to BWATC for such a breach will include a loss of interfacing with its program and other items whose accurate amount will be difficult or impossible to complete. The amount of the proposal security, if applicable, accompanying the proposal of such proposer shall be retained by BWATC as liquidated damages for such breach. In the event any proposer whose proposal shall be accepted shall at its option determine that such proposer has abandoned the Contract and thereupon his proposal and the acceptance thereon shall be null and void and BWATC shall be entitled to liquidated damages as provided above.

**7.10 - Liquidated Damages** - If the Contractor fails to deliver the requirements by the date set forth in the proposal documents. BWATC shall be paid damages for such delay.

In as much as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate BWATC in the sum of 50.00 dollars per day per bus for each calendar day that the time consumed to complete the equipment and work exceed the time herein allowed for that purpose, which said sum is hereby agreed upon fixed and determined by the parties hereto as the liquidated damages that BWATC will suffer by reason of said delay and default, and not as a penalty, and BWATC shall have the right to deduct said funds from any funds which may become due under this contract.

**END – INFORMATION FOR PROPOSERS**