

# REQUEST FOR PROPOSALS FOR VENDING MACHINE SERVICES

Project – 2019-04



Interurban Transit Partnership  
300 Ellsworth Avenue, S.W.  
Grand Rapids, MI 49503-4018  
(616) 456-7514

## SCHEDULE OF EVENTS

Proposal Issued:	April 16, 2019
Requests for Clarifications Due:	April 22, 2019 @ 2:00 p.m., local time.
RFP due:	May 3, 2019 @ 2:00 p.m. local time.
Contract Issued:	On or before May 15, 2019

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# **PUBLIC NOTICE**

## **REQUEST FOR PROPOSAL (RFP) FOR VENDING MACHINE SERVICES**

The Interurban Transit Partnership (ITP) is seeking sealed proposals from interested parties to provide vending machine services for food and beverages at multiple ITP addresses in Grand Rapids, MI. Copies of the RFP may be obtained by contacting the ITP Purchasing Department at [purchasing@ridetherapid.org](mailto:purchasing@ridetherapid.org). The ITP requires bidders to register as a vendor at <https://www.ridetherapid.org/doing-business-with-the-rapid/bidder-registration>. Bidders can access RFP documents from the website.

Sealed proposals will be accepted by the ITP Purchasing Department until Friday, May 3, 2019 at 2:00 P.M., local time.

The ITP reserves the right to postpone, accept or reject any and all proposals in whole or in part, on such basis as the ITP deems to be in its interest to do so, subject to the rules and regulations set forth by the Federal Transit Administration (FTA).

No proposal may be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of proposals. An original, two (2) copies and one (1) digital copy of the proposal shall be submitted in the format prescribed by the Purchasing Department.

Judy DeVries-Eppinga  
Senior Procurement Specialist  
616-456-7514

Interurban Transit Partnership  
300 Ellsworth Ave S.W.  
Grand Rapids, MI 49503

# SECTION ONE: SCOPE OF WORK

## INTRODUCTION

The Interurban Transit Partnership (ITP), (doing business as *The Rapid*), desires to secure the services of a firm to provide vending machine services for food and beverages at multiple ITP addresses in Grand Rapids, MI serving both internal and external customers. Further, the ITP sponsors an Employee Wellness Program which emphasizes a healthy lifestyle and food choices.

*ITP - The Rapid* is the public transportation system in the greater Grand Rapids, Michigan, metro area. In June 2004, *The Rapid* opened Central Station, a new state-of-the-art multimodal transportation facility. The station is a hub for 15 of the system's 19 routes and houses the Greyhound intercity bus operations. Every weekday, more than 5,800 passengers transfer between buses at the Rapid Central Station (more than 2,500 each Saturday & more than 1,100 each Sunday). In addition, several hundred more Greyhound customers also use the facility on a daily basis.

The Rapid Administrative headquarters is located at 300 Ellsworth SW and houses 42 administrative staff, a first floor breakroom and a basement breakroom for bus operators. The Rapid Operations Center is located at 333 Wealthy St., SW and houses the bus maintenance bays, parts room, bus storage garage, bus operator dispatch, a large employee breakroom. This building is the central check-in for bus operators. Approximately 322 employees move through this building.

The ITP desires to provide the best possible vending offerings for our internal and external customers. The equally high priority for this contract is to grow a strong revenue stream through the Vending Services Program. To that end, ITP is looking for vending operations that will enhance the level of offerings provided to internal and external customers, by offering state of the art vending machines with popular offerings including healthy food options and top notch customer service, thereby generating increased sales and revenue.

### Pre-Proposal Meeting

There will not be a pre-proposal meeting for this contract. Pictures of existing vending options are included as Appendix A as a separate pdf. Anyone requiring a need to view current vending areas may arrange a meeting by email request to [purchasing@ridetherapid.org](mailto:purchasing@ridetherapid.org).

### Schedule

Proposal Issued:	April 16, 2019
Requests for Clarifications Due:	April 22, 2019 @ 2:00 p.m., local time.
RFP due:	May 3, 2019 @ 2:00 p.m. local time.
Contract Issued:	On or before May 15, 2019

### Contract / Contract Term

The base term of the Contract shall be for a period of five (5) years. The Contractor may propose a greater contract period with proposal submission; not to exceed ten (10) years. **A sample contract shall be submitted with the proposal.**

### Vendor Questions

Any questions regarding interpretation or intent must be made in written form and emailed to Judy DeVries-Eppinga, Senior Procurement Specialist, at [jdevries-eppinga@ridetherapid.org](mailto:jdevries-eppinga@ridetherapid.org), by **2:00 p.m., local time, Monday, April 22, 2019**. An addendum addressing all questions, received by the deadline specified above, will be emailed by end of business, Friday, April 26, 2019. **Vendors must acknowledge receipt of addendum in proposal cover letter.**

### ITP Responsibilities

ITP shall be responsible for the following:

- Providing access to facilities during business hours.
- Issuance of a photo identification card for site access.
- Act as liaison between Contractor and ITP employees.
- Exercise prudent care in the handling and operation of Contractor owned equipment.
- Authorize the placement of vending machines where traffic patterns or other circumstances warrant their placement. Contractor may recommend new equipment in new locations.

- Review the Contractor's type of equipment and approve locations of new machines prior to installation.
- Coordinate move-in of new machines and removal of old machines.
- Promptly report malfunctioning equipment.
- Provide rough-in plumbing and electrical service. ITP is not assuming liability for the Contractor's equipment and/or its contents.

### Negotiations

- ITP may enter into negotiations with bidders on price or technical clarifications. Additionally ITP may negotiate with the vendor(s) to reach an agreement that best meets the overall needs of ITP based on the requirements of the RFP document.
- ITP may issue a clarification request, in writing, to one or all bidders. A clarification request does not allow a bidder to change its proposal.
- ITP may request a Best and Final Offer (BAFO) from each proposer determined to be in the competitive range. Each proposer must respond in writing with its BAFO by the deadline established by ITP Purchasing.
- There is no guarantee that any bidder will be allowed an opportunity to engage in negotiations or to submit a BAFO under this Section.

### On Boarding / Kick-Off Meeting

Within five (5) business days of contract award, prior to the service start date, a kick-off meeting will be held at ITP Administrative Headquarters. The meeting topics may include, but are not limited to:

- Contractor on-boarding/implementation plan
- Placement of vending machines
- Terms and conditions of contract
- Access requirements to ITP facilities

### Vending Locations

1. Rapid Central Station - 250 Grandville Avenue, SW, Grand Rapids MI.
  - Lower level customer service waiting area
  - North end of Greyhound wing – lower level

2. Rapid Administrative Building – 300 Ellsworth Avenue SW, Grand Rapids, MI.
  - Floor 1 Employee Breakroom
  - Basement level Operator Breakroom
3. Rapid Operations Center – 333 Wealthy Street SW, Grand Rapids, MI
  - Large employee breakroom
  - Maintenance mechanics breakroom
4. Future vending locations are anticipated and will be defined as required. Additionally, the ITP is open to vendor recommendations for additional vending placement.

## **VENDOR REQUIREMENTS**

### Conditions:

- All machines must be installed and operating in specified areas no later than June 30, 2019. ITP will require service and delivery at multiple locations.
- ITP shall not be obligated to any minimum dollar amount or any minimum number of orders. Orders and vendor services will be dependent upon the needs and requirements of ITP.
- ITP reserves the right to specify product to be vended in all machines. Healthy food options will be required.
- Vendor shall guarantee that no interruption of service shall occur due to the sale of said vendors company, and shall agree to provide continuous service throughout the length of the service contract.
- All agents servicing equipment on college property shall be bonded.
- Contractor shall assign an Account Manager to the ITP's account that is able to maintain open and timely communication with ITP staff at all times, who can be reached during normal business hours and who will be responsible for passing special instructions on to workers in the event of an employee or facility emergency. The Account Manager will be solely responsible and accountable for the quality of work, providing supervision and addressing disciplinary issues that may arise in connection with its workers. The Account Manager must be directly reachable by telephone or email minimally during ITP Administrative business hours of M-F 8:30 a.m. to 4:30 p.m.. An answering service or answering machine is not acceptable. If changes are made, an updated



contact must be submitted to the ITP's Contract Administrator with the most current contact information.

### Products & Stocking

ITP is seeking to provide employees with nutritious food, snack & beverage choices. Describe what vending machine options are available to best meet the vending needs of each area. If, in your professional opinion, your firm can enhance efficiencies, please propose additional products, services, or programs available and the projected benefits they would afford ITP. Fresh, frozen and refrigerated foods are acceptable.

- The ITP is not interested in a micro store concept.
- Items offered may require microwave heating with the exception of 254 Grandville – Rapid Central Station. Provision of microwaves is not required.
- Products offered shall include a variety of beverages, snack food items and or individual perishable / shelf stable choices. Additionally, a hot beverage machine must be provided in 3 locations.
- Contractor shall ensure that no out of date products remain in machines. Expiration dates should be on each of the products offered for sale in the vending machine and should clearly show the month and the year of expiration. Contractor is responsible for the disposal of expired products.
- All sales tax and other taxes to be paid are the responsibility of the Contractor.
- Contractor shall regularly stock and maintain, no less than every five (5) business days, machines with food and beverages, prepared and dispensed in accordance with all sanitation and health standards. ITP reserves the right to increase delivery frequency requirements as sales may dictate. ITP shall be placed on a scheduled route.
- All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
- Contractor shall provide nutrition facts/ nutrition labels to the Administrator prior to stocking new products. Contractor is allowed the option to provide a web link or mobile app. on each machine to access nutritional information.
- The ITP is requesting high quality products that are not damaged, out of date or recalled. In the event the product is recalled, notify the Contract Administrator immediately. Products cannot be listed on the United States Department of

Agriculture, 'Current Recalls and Alerts' (<http://www.fsis.usda.gov/wps/portal/fsis/topics/recalls-and-public-healthalerts/current-recalls-and-alerts>) or U.S. Food and Drug Administration 'Recalls, Market Withdrawals, & Safety Alerts' (<http://www.fda.gov/Safety/Recalls/default.htm>) websites. Recalled products must be pulled from machines within two (2) business day.

- Contractor shall have a written refund policy including a timeline for refunds to be issued. Each vending machine shall have contact information for refund of damaged goods or when customers do not receive product for their money due to a malfunction of the machine.

### Office Coffee Program

Contractor shall provide details regarding an office coffee program for administrative staff. There are currently 4 areas in 2 locations, 333 Wealthy and 300 Ellsworth that provide pour-over and/or direct plumbed coffee makers. Include pricing for paper cups, wooden stir sticks, coffee packets both regular and decaffeinated, hot cocoa packets, tea bags, liquid creamers and sweetener packets.

### Equipment Placement & Installation:

- Contractor shall be responsible for service connections. All machines requiring electricity shall operate on 110V service. All machines vending perishable foods shall have a lock on the power cord plug to prevent accidental or intentional disconnection.
- Vending machines must be properly wired and grounded to prevent electrical shock and must comply with applicable federal, state, and local codes and standards.
- For machines that require an external water source, connections must be made from an ITP potable water supply.
- Contractor is encouraged to provide equipment that is modern and of the latest machine technology, have bill-changing capabilities, credit card readers, be electrically efficient, quiet, have unit sales counting capabilities and be aesthetically acceptable to the ITP. All selection buttons shall clearly display the product, package size and price for each item.
- Vending equipment supplied will be the type approved or recognized by the National Sanitation Foundation, the National Automatic Merchandising Association or a recognized State or local health department or testing

laboratory. Such equipment shall be inspected and approved by ITP at time of installation.

- Contractor is encouraged to provide energy efficient equipment that has electronic timers or occupancy sensors and controller that allow each specific location to set the time of operation which will shut off lighting in the machine and cycles the compressor to maintain product temperature.
- Contractor shall furnish, install, maintain, service, repair and/or replace the vending machines at no charge to ITP, unless otherwise agreed upon by the ITP.
- Machines should be installed so as not to be obtrusive, cause any seepage or debris build-up underneath. Vending machines shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. Vending machines must be securely fastened to the wall, floor or other structure, or otherwise secured in such a way as to prevent them from being rocked, bounced or tipped.
- The ITP reserves the right to require machines be relocated to a different space within the same facility.
- Machines will be the property of the Contractor which shall be responsible for maintenance, service, repair, and movement of machines. The Contractor will assume all responsibility for damages caused by neglect, vandalism or any other cause. All expenses associated with operation of the equipment, and all applicable taxes shall be paid by the Contractor, excluding space, water and electricity which will be supplied by ITP.
- Machines shall be maintained and in proper working order at all times. The Contractor shall maintain the cleanliness of all vending machines. It is the responsibility of the Contractor to clean the inside and the outside of all vending machines during each service visit.
- Upon expiration or termination of the contract, the Contractor must remove all machines within five (5) business days of notification to the Contract Administrator.
- All food vending machines must comply with all Federal, State, County and City Codes and shall comply with standards as set forth by the Kent County Health Department.

#### Service & Repair:

- The vendor will provide service technicians to respond to service calls and to provide machine maintenance. The vendor shall respond within six (6) hours for service requests prior to noon (non-emergency). The vendor shall respond to service calls afternoon by 10:00a.m. the next business day. It is

anticipated that emergency service calls will be responded to immediately. Each vending machine shall have contact information to call for service.

- Vending contractor access for product stocking and maintenance/repair purposes restricted to the hours between 8:30 a.m. and 4:00 p.m. Monday through Friday. There will be no building access the following holidays; New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve afternoon, Christmas Day and New Year's Eve afternoon. Access outside these times may be granted by prior arrangement.
- Contractor shall have a written refund policy including a timeline for refunds to be issued. Each vending machine shall have contact information for refund on damaged goods or when customers do not receive product for their money due to a malfunction of the machine.

#### Recordkeeping

- A report sales summary, by location, must be provided with each commission check to be provided by the 15<sup>th</sup> of each month for the prior month's sales.
- Contractor shall maintain documentation (delivery tickets, meter readings, etc.) for inspection and reference to support commission payments and claims. This documentation shall be available for a three year period from the date of submission, or until the final claim for reimbursement, or until the final resolution of any audits.

#### Service Performance:

The ITP and Contractor shall meet, on an annual basis or as-needed, to review sales and modify product selection if necessary. An ITP representative shall immediately notify the Contractor of any service deficiencies including, but not limited to:

- Failure to respond to service calls in a timely manner.
- Machines that are not maintained or kept in working order.
- Malfunctioning machines that are not repaired or replaced within, at a minimum, two (2) business days.
- Expired food that is not removed or products that are not being rotated.

If repeated deficiencies occur over a period of thirty (30) days, ITP shall give a written cure notice to Contractor stating the

deficiencies. Unless deficiencies are corrected within thirty (30) days, after the date Contractor is notified by ITP of such deficiencies, ITP reserves the right to terminate the contract immediately.

#### Price/Revenue Proposal:

The ITP is looking for a contract generating a strong revenue stream through the Vending Services Program.

- Contractor shall provide a list of proposed products and sale prices along with corresponding commissions for each category.
- For vending locations at 333 Wealthy St., and 300 Ellsworth Avenue, products designated 'healthy choices' should be offered at a slightly lower price point to encourage employee 'healthy choices'. All other items for all locations must have equal price points.
- Additionally, Contractor shall provide a Minimum Annual Guarantee (MAG) for each year of the proposed contract term. At the end of each contract year ITP will review commissions paid against the MAG and should the MAG be greater, then ITP will invoice Contractor for commission shortfall against the MAG.
- All prices and rates are guaranteed to be firm for the first year. Please indicate pricing and/or commission percentage commitments for subsequent years (i.e. specific rebate percentage commitments for each year of contract based on contract term proposed, percentage increase maximums, or other defined methods.)
- Administrative coffee program and corresponding costs as identified in Office Coffee Program category above.
- Alternate proposals will be considered for evaluation, but not guaranteed for award.

#### Proprietary Information

Vendors must provide a corporate financial statement (or other documented evidence of financial solvency). Responses will be opened and evaluated, and will be made part of the **RFP 2019-04 - Vending Services** project file. Pricing and contracts cannot be considered proprietary. (Please include this documentation as a separate file when responding).

## SECTION TWO: CONTENTS OF PROPOSAL

A successful RFP will include the following information and be formatted in binder format and tabbed as follows:

### 1. Letter of Introduction

A signed Letter of Introduction, on company letterhead, introducing the firm and summarizing the firm's qualifications. It should clearly state the firm's understanding of the requirements under this RFP and highlight any unique qualifications.

### 2. Professional and Technical Expertise

- Each Vendor must provide a brief description of its company, including the date established, and the organization's experience and history implementing solutions for organizations similar in size, scope and nature to ITP.
- Each Vendor shall include a brief description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel to be assigned to this project.

### 3. Program Narrative

Each Vendor shall include a narrative on your company's strategy to perform services. This section should address the requirements of the RFP document and **minimally** include:

- Proposed equipment description to include:
  - Selection Capacity
  - Model Name and Number
  - Make Qty. Vends (Cans, Bottles, Food, Snacks)
  - Number of Selections
  - Total Number of Items
  - Type of Monetary Acceptance (Bills, Coins, Credit Cards)
  - Type of Energy Sensor (if applicable)
- Marketing,
- Implementation plan
- Cleaning, stocking, repair, maintenance,
- Refund policy

- Visuals of proposed equipment.
- Recordkeeping
- Reporting documentation

#### **4. Price/Revenue Proposal**

The ITP is looking for a contract generating a strong revenue stream through the Vending Services Program.

- Contractor shall provide a list of proposed products and sale prices along with corresponding commissions for each category.
- For vending locations at 333 Wealthy St., and 300 Ellsworth Avenue, products designated 'healthy choices' should be offered at a slightly lower price point to encourage employee 'healthy choices'. All other items for all locations must have equal price points.
- Additionally, Contractor shall provide a Minimum Annual Guarantee (MAG) for each year of the proposed contract term. At the end of each contract year ITP will review commissions paid against the MAG and should the MAG be greater, then ITP will invoice Contractor for commission shortfall against the MAG.
- All prices and rates are guaranteed to be firm for the first year. Please indicate pricing and/or commission percentage commitments for subsequent years (i.e. specific rebate percentage commitments for each year of contract based on contract term proposed, percentage increase maximums, or other defined methods.)
- Administrative coffee program and corresponding costs as identified in Office Coffee Program category above.
- Alternate proposals will be considered for evaluation, but not guaranteed for award.

#### **5. Reference Information**

- Each vendor shall provide brief descriptions of deploying similar products and/or services at similar organizations within the last five years.
- Each vendor must provide at least three customer placement references (past, present, similar environment and similar products), including contact information. References will be contacted and site visits may be requested.

- References must not be from a person, company or organization with any interest, financial or otherwise, in the Vendor organization.
- ITP, at its sole discretion, may contact other known clients of the Vendor for references.
- ITP may eliminate from further consideration in the RFP process any Vendor who, in the opinion of ITP, receives an overall unfavorable report from client references.



## **SECTION THREE: EVALUATION OF PROPOSALS**

Proposals will be evaluated according to the following criteria. All criteria will be weighted in the evaluation of proposals.

The qualifications of each responding firm will be evaluated in these specific areas in the following order of importance:

1. Price/Revenue Proposal
2. Program Narrative
3. Company Information
4. Reference Information

### **PROCESS**

ITP may issue a clarification request, in writing, to one or all bidders. A clarification request does not allow a bidder to change its proposal.

There is no guarantee that any bidder will be allowed an opportunity to engage in negotiations or to submit a BAFO under this Section.

ITP may enter into negotiations with proposers on price or technical clarifications. Additionally ITP may negotiate with the vendor(s) to reach an agreement that best meets the overall needs of ITP based on the requirements of the RFP document.

All initial proposals received will be scored by an evaluation committee. Those proposals which are judged to be the strongest will be short-listed. Short listing will not be arbitrary. Those firms that have a reasonable expectation of winning the competition will be advanced to the next step of the process. Those proposers who lack sufficient points will no longer be considered for contract award.

Those short listed firms may be asked to provide samples of fresh product offerings for the Evaluators to review. Each finalist will be scored separately by the committee. A Final Revised Price Proposal may be requested at this stage of the review process which will be scored. The firm which receives the highest combined score from all submittals will be judged to be the most qualified.

ITP will negotiate with the most qualified firm to establish a contract for Vending Services. If a satisfactory negotiation cannot take place with the firm judged most qualified, that firm will be eliminated from consideration for

contract award. ITP will then negotiate with the next most qualified firm to arrive at an agreed upon contract for Vending Services. This process will continue until ITP is able to negotiate a fair and reasonable lease rate with a qualified firm.

### **EVALUATION TEAM**

An evaluation team, not exceeding five (5) ITP members, will be involved in the selection process.



## **SECTION 5: INSTRUCTION TO PROPOSERS**

### **5.1 PRE-PROPOSAL CONFERENCE**

There will not be a pre-proposal meeting for this contract. Pictures of existing vending options are included as a pdf marked Appendix A. Anyone requiring a need to view current vending areas may arrange a meeting by email request to [purchasing@ridetherapid.org](mailto:purchasing@ridetherapid.org).

### **5.2 TYPE OF CONTRACT**

The Contract for this Project shall be determined and negotiated prior to contract award.

### **5.3 PROTEST PROCEDURES**

The following terms, conditions and appeal procedures will apply:

- (a) ITP reserves the right to postpone the bid opening or receipt of proposals for its own convenience.
- (b) Changes to the specifications will be made by addendum only.
- (c) Prime Contractors and subcontractors may make appointments to discuss the Project specifications. This, however, does not relieve them from the written documented requests required by paragraphs (d) and (f), following.
- (d) Requests for approved equals, clarification of specifications, and protest of specifications must be received by ITP in writing not less than six (6) working days before the date of the scheduled bid opening or closing date for receipt of proposals. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- (e) ITP's replies to requests under paragraph (d) above will be postmarked at least four (4) calendar days before the date scheduled for the bid opening or receipt of proposal.
- (f) A protest by any adversely affected person regarding restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager two (2) working days before the date scheduled for bid opening or

receipt of proposal. The formal written protest shall state the name of the protester, a description of the Project, and the facts and law upon which the protest is based, and a statement as to what relief is requested.

- (g) Upon receipt of a protest, ITP shall immediately determine if the date for the bid opening or closing date for receipt of proposals should be postponed. If the bid opening or closing date is postponed, ITP will contact all Contractors and subcontractors who were furnished a copy of the specifications by ITP that an appeal has been filed and that the bid opening or receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.
- (h) Representatives of ITP and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such a time as mutually agreed, to discuss all substantive issues raised in the protest. Upon completion of discussion between ITP and the protester, the ITP Executive Director will transmit a final decision in writing to the protester within five (5) working days. The final decision will respond to each substantive issue raised in the protest. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension. Upon issuance of the written decision, ITP will then issue appropriate addendum to reschedule the date for the bid opening or closing date for the receipt of proposal.
- (i) Protests by any adversely affected person for reasons other than for restrictive specifications or alleged improprieties in the solicitation must be made in writing and received by the ITP Purchasing Manager not more than three (3) working days after the posting of the Notice of Award is made to the participating bidders. Upon receipt of a protest after Contract award, ITP shall immediately determine if work on the protested Project should be suspended until such time as the protest is resolved.
- (j) Representatives of ITP and the protester shall meet within twenty-four (24) hours after receipt of the protest or at such time as mutually agreed to by both parties to discuss the protest. Upon completion of discussions between ITP representatives and the protester, ITP will issue a written decision to the protester within five (5) working days. If the written decision cannot be issued within this time period, the protester will be notified in writing of the time extension.

- (k) Except as noted in paragraph (l), ITP will not open bids, receive proposals or award a contract if a formal written protest has been received and no final decision has been issued by the ITP Executive Director. After the issuance of a final decision, ITP will wait a minimum of five (5) working days before opening bids or proposals or before awarding a Contract for a Project.
- (l) ITP may open bids, receive proposals and award a Contract for a Project while a protest is pending final disposition when the ITP Executive Director determines that:
- The items to be procured are urgently required;
  - Delivery or performance will be unduly delayed by failure to make an award promptly; or,
  - Failure to make prompt award will otherwise cause undue harm to ITP or the Federal Government.
- (m) Protester may request a reconsideration after a final decision has been issued by the ITP CEO within five (5) working days after the issuance of a final decision if new data or information becomes available that was not previously known, or there has been an error of law or regulation.
- (n) The provisions of Chapter V of FTA Circular 4220.1B (5/5/88), are hereby incorporated and made part of the rules of ITP. Protests to the FTA by a protester must be made in accordance with FTA Circular 4220.1B. FTA will only consider a protest that alleges failure of ITP to have a written protest procedure or failure to follow such procedure. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.
- (o) Any appeal or protest may be withdrawn at any time.

## **5.4 SUBMISSION OF PROPOSALS**

Sealed proposals will be accepted until Friday, May 3, 2019 at 2:00 p.m., local time. They shall be submitted to:

Judy DeVries-Eppinga, SPS  
Interurban Transit Partnership  
300 Ellsworth Avenue SW  
Grand Rapids, MI 49503

Proposals submitted to ITP shall include one (1) original and two (2) printed copies and one (1) digital copy.

## **5.5 SEALED PROPOSAL LABEL**

The bidder should complete the enclosed "Sealed Proposal" label and attached it to the envelope containing the bid or proposal. ITP assumes no responsibility for the premature opening of sealed bids or proposals which do not have this label attached to the outside of the envelope. Template provided in separate pdf labeled as Attachment 1.

## **5.6 MAILING BIDS/PROPOSALS**

Bids or proposals submitted by mail shall be mailed a minimum of three (3) days prior to the bid opening date or date scheduled for receipt of proposals. A postmark by the U.S. Postal Service or other mail delivery service is required. Postage meter dates are not acceptable. Bids or proposals which are not mailed in a timely manner and received after the scheduled bid opening or proposal submittal date will not be accepted.

## **5.7 DURATION OF OFFER**

All bids or proposals shall remain in effect for a minimum of sixty (60) days from the bid opening date or scheduled date for receipt of proposals. Offers that allow less than ninety (90) days for acceptance by ITP will be considered non-responsive and will be rejected.

## **5.8 LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS**

a) Any proposal received at the ITP offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the bidder unopened.

- b) A proposal may be withdrawn in person by the bidder or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

## **5.9 DETERMINATION OF SUCCESSFUL PROPOSER**

In determining the successful proposer, consideration is given to the proposer's qualification, content of proposal, and financial proposal as described in the evaluation criteria. The Contract award for this Project will be made to the proposer making the best and most advantageous offer to ITP, price considered.

## **5.10 BIDDER QUALIFICATIONS**

In order to be eligible for award, bidders must be responsive and responsible.

- (a) Responsive offers are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Bids or proposals which do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- (b) Responsible bidders are those prospective Contractors who, at a minimum, must:
  - 1) Have adequate financial resources, as required during performance of the Contract.
  - 2) Have the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  - 3) Have a satisfactory record of past performance.
  - 4) Have necessary technical capability to perform.
  - 5) Provide evidence satisfactory to ITP that the bidder will comply with the DBE requirements.
  - 6) Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.



- 7) Are qualified as a manufacturer or regular dealer of the items being offered.
  - 8) Are otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (c) All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible Contractor. Refusal to provide requested information may cause rejection of the bid or proposal.

#### **5.11 ACCEPTANCE OF PROPOSAL**

Each proposal shall be submitted with the understanding that the acceptance in writing by ITP of the offer to furnish any or all goods or services described therein shall bind the bidder on his part to furnish and deliver at the proposal price, in accordance with the conditions of said accepted proposal and specifications.

#### **5.12 WITHHOLDING AWARD**

This solicitation for bids or proposals does not commit ITP to award a contract, pay any costs incurred in preparation of bid or proposals in response to this solicitation, or to procure or contract for good or services. Bidder shall be responsible for all costs incurred as part of their participation in the pre-award process.

#### **5.13 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT**

ITP reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as the ITP Board deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation. Also, ITP reserves the right to accept an original offer or proposal without negotiation or without calling for a "best and final" offer.

#### **5.14 PROJECT NUMBER(S)**

All bidders and Contractors will include the Project Number in all correspondence with ITP. The Project Number for this Project is 2019- 04.

## **5.15 USE OF "INTERURBAN TRANSIT PARTNERSHIP" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS**

ITP reserves the right to review and approve any advertising copy related to this Project in any way prior to publication. The successful bidder will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from ITP. The successful bidder agrees that published information relating to this Project will be factual and in no way imply that ITP endorses the successful bidder's firm, service or product.

## **5.16 TAX EXEMPTION**

The ITP is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the bid or proposal prices. The ITP will provide necessary tax exemption certificates. This provision does not relieve the Contractor from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

## **5.17 USDOT/FTA CONCURRENCE FOR CONTRACT AWARD**

The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration

## **5.18 SINGLE BID RESPONSE**

If only one (1) bid is received in response to the Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

## **5.19 DBE PARTICIPATION**

In connection with the performance of this Contract, the successful bidder agrees to cooperate with ITP in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE's are herein set forth:

(a) Policy - It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall

have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this Agreement.

(b) DBE Obligation - ITP or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, ITP or its Contractors shall take all necessary and reasonable steps in accordance with 49 CF, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. ITP and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

A minimum of zero percent (0%) of the total contract price, as awarded and shall be established as a goal to be made available to certified DBE's. Compliance with the percentage goal may be fulfilled by DBE's performing as either:

1. A member of a joint venture as a prime contractor;
2. An approved subcontractor;
3. An owner-operator of equipment;
4. A renter of equipment to a prime contractor;
5. A firm manufacturing and supplying goods used in the project;
6. A firm supplying goods used in the project (when supplying goods, only 60 percent (60%) will be counted).

Prior to Contract award, the apparent successful bidder shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractors, addresses of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract. This information shall be submitted on the attached "DBE Participation Form" furnished with this solicitation.

If the goals were not met, the bidder must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Failure to provide required documentation of good faith efforts may be reason for disqualification of the Bid / Proposal.

Bidder's good faith efforts will include the following actions.

Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform work under the contract. This shall include attendance at pre-bid meetings, advertising and /or written notices. The bidder shall allow sufficient time to allow the DBE's to respond to the solicitation.

Selecting portions of the work to be performed by DBE's.

Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Negotiations in good faith with interested DBE's. It will be the responsibility of the bidder to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials consistent with the available DBE's. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE's that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractors, and evidence as to why additional agreements could not be reached for DBE's to perform the work.

Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.

Efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance as required.

Efforts to assist interested DBE's in obtaining necessary equipment, supplies, materials, or related assistance or services.

Use of services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

The prime contractor agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without ITP's prior written consent. When a DBE subcontractor is terminated, or fails to

complete its work on the contract for any reason, the prime contractor agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

## **5.20 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from the Contractor's operations under the Contract, or from any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than the limits specified below. ITP shall be named as additionally insured in respect to all liability insurance policies. All policies shall contain an endorsement that written notice shall be given to ITP prior to termination, cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with ITP prior to the start of the Contract.

(a) Worker's compensation insurance shall be in the amount and coverage required by the State of Michigan to protect it from claims under the Worker's Compensation Act and other employee benefit acts.

(b) General comprehensive liability insurance, including bodily injury and death, and property damage insurance in the minimum amount of \$1,000,000 per occurrence.

## **5.21 THE MICHIGAN IRAN ECONOMIC SANCTIONS ACT, 2012 P.A. 517**

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 is not an "Iran linked business" as that term is defined in the Act.

## **5.22 VETERAN'S HIRING PREFERENCE**

ITP and its sub recipients are recipients of federal financial assistance in this contract. The contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5 CFR) who

have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **5.23 COVENANT AGAINST GRATUITIES**

The Contractor warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of ITP with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of Contract.

### **5.24 TERMINATION OF AGREEMENT**

This agreement may be terminated for reasons of convenience or default.

a) Termination for Convenience: ITP may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by ITP, the Contractor will account for same, and dispose of it in the manner ITP directs.

b) Termination For Default: If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, ITP may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by ITP that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor, ITP, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or rescission of this Agreement for default shall not affect or impair any rights or claims of ITP to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, ITP reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to ITP under Michigan law.

In the event of a dispute under this Agreement, ITP and the Contractor agree that proper venue for purposes of litigation shall be Kent County, Michigan.

## 5.25 FOIA

Respondents are advised that all materials submitted to ITP for consideration in response to this solicitation will be considered the property of Interurban Transit Partnership and will not, as a matter of course, be treated as confidential information.

ITP reserves the right to distribute or not to distribute materials and information submitted by Respondents as it sees fit and/or as required by applicable law. ([https://www.michigan.gov/documents/ag/FOIA\\_Handbook\\_2019\\_644\\_053\\_7.pdf](https://www.michigan.gov/documents/ag/FOIA_Handbook_2019_644_053_7.pdf))

If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, that Respondent should summarize such information in a separate envelope. Each page submitted should be clearly marked "Confidential," but otherwise be presented in the same manner as the Proposal. **However, any such information is provided entirely at the Respondent's own risk and Interurban Transit Partnership assumes no liability for any loss or damage that may result from the ITP's disclosure at any time of any information provided by the Respondent in connection with its proposal.**

## 5.26 EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts for Project implementation, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **5.27 AMERICANS WITH DISABILITIES ACT**

The Contractor agrees to and assures that any subcontractor under this Project complies with all applicable requirements of the Americans With Disabilities Act of 1990 (ADA), 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; section 16 of the Federal Transit Act, as amended, 40 USC app. § 1612; and the following regulations and any amendments thereto:

- U.S. Dot regulations, "Transportation Services For Individuals With Disabilities (ADA)", 49 CFR Part 37;
- U.S. Dot regulations, "Nondiscrimination On The Basis Of Handicap In Programs And Activities Receiving Or Benefiting From Federal Financial Assistance", 49 CFR Part 27;
- U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications For Transportation Vehicles", 49 CFR Part 38;
- Department Of Justice (DOJ) regulations, "Nondiscrimination On The Basis Of Disability In State And Local Government Services", 28 CFR Part 35;
- DOJ regulations, "Nondiscrimination On The Basis Of Disability By Public Accommodations And In Commercial Facilities", 28 CFR Part 36;
- General Services Administration regulations, "Accommodations For The Physically Handicapped", 41 CFR Subpart 101-19;
- Equal Employment Opportunity Commission, "Regulations to Implement The Equal Employment Provisions Of The Americans With Disabilities Act", 29 CFR Part 1630;



- Federal Communications Commission regulations, “Telecommunications Relay Services And Related Customer Premises Equipment For The Hearing And Speech Disabled”, 47 CFR Part 64, Subpart f; and, FTA regulations, “Transportation For Elderly And Handicapped Persons”, 49 CFR Part 609.

## **SECTION FOUR: CONTRACT PROVISIONS**

The Contract between the Interurban Transit Partnership, referred to as "ITP", and the successful proposer, referred to as the "Contractor", shall be negotiated with the winning proposer prior to contract award.

**A sample contract shall be submitted with the proposal.**