



Request for Proposals (RFP)
Mechanical Room Addition
Design Build

RFP # 2023 -89-2

Date of Issue: August 9, 2023

Due: September 25, 2023 at 2:00 pm EST

General Information

The Biddeford-Saco-Old Orchard Beach Transit Committee (BSOOB Transit) is requesting proposals from contractors to design and build a mechanical room addition to the garage located at 13 Pomerleau St., Biddeford, ME. The mechanical room addition will be constructed on an existing loading dock platform to complement a bus wash system installation. The mechanical room will be used to shelter mechanics for the bus wash system as well as storing supplies.

The mechanical room design build is financed in part through grants from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing those grants, specifically the contract must be in accordance with the guidelines and regulations of the FTA “Third Party Contracting Guidelines”, FTA Circular 4220.1F. All resulting contracts will be subject to applicable federal, state, and local laws and regulations. BSOOB Transit is a tax-exempt organization and no such taxes should be included in the proposal or billing. Disadvantaged Business Enterprises are encouraged to respond to this solicitation notice.

Overview

BSOOB Transit provides public bus transit services primarily for the City of Biddeford, City of Saco, and the Town of Old Orchard Beach Maine. It operates eight fixed routes, seven days a week with a seasonal trolley service added during summer months. The fleet consists of 22 revenue service vehicles and several non-revenue vehicles which are serviced and stored at the depot in Biddeford.

BSOOB Transit is funded by Federal Transit Administration (FTA), and State of Maine grants along with municipal contributions, farebox and other revenue sources. BSOOB Transit is seeking proposals from qualified and experienced contractors for the general construction projects as described in Scope of Work. Suggestions for improvements are welcome and must be authorized by BSOOB Transit prior to implementing

Proposal Details

Proposal Schedule

Request For Proposal	August 9, 2023
Site Visit	August 23, 2023
Addendum Requests	September 8, 2023
Intent to Bid Response	September 20, 2023
Proposal Due Date	2:00 PM, EST, September 25, 2023
Proposal Opening	2:00 PM, EST, September 25, 2023
Contractor Interviews	October 2-5, 2023
Contract Award	Within 60 days of Proposal Opening
Preferred Contract Start Date	November 2023
Preferred Contract Completion Date	Spring 2024

Sealed proposals are due by 2:00 pm EST on Monday, September 25, 2023 and may be hand delivered or mailed to BSOOB Transit Office, 13 Pomerleau St., Biddeford, Maine 04005. Proposers are to send proposals electronically to Marianne Walters at Mwalters@bsoobtransit.org with either a request to confirm receipt via email or a “read receipt” attached to the email submission. Proposals will not be accepted via fax.

Interested parties are encouraged to attend the Site Visit scheduled for 10 am August 23, 2023. If you are unable to attend on this date, contact Marianne Walters and an alternate date will be arranged. Pre-award interviews will be held between October 2 and October 5, 2023, as needed.

Please send addendum requests to Marianne Walters at Mwalters@bsoobtransit.org. Addenda must be received by 4:00 pm on September 8th to be considered. All addenda with responses will be posted as they are received on the agency website: bsoobtransit.org under *More > “Doing Business with BSOOB Transit (https://bsoobtransit.org/opportunities/rfps/)*

Proposal submitters should understand that the submission of a proposal represents an offer that may be accepted in whole by BSOOB Transit. The acceptance of a proposal in whole constitutes the formation of a contract.

A proposal may be withdrawn and/or modified up until the date and time of opening as stated in this RFP. After this date and time, proposals shall be firm and binding and cannot be withdrawn for a period of at least sixty (60) days after submission and with the written consent of BSOOB Transit.

Proposals will not be accepted after the deadline, September 25, 2023 at 2pm..

General Proposal Submission Requirements

- Proposal must be prepared in a clear and concise manner with a cover page identifying the Proposer. Subsequent pages must be numbered.
- Each proposal shall include the legal name of the organization and a statement as to whether or not it is a corporation, or other legal entity.
- A proposal by a corporation shall also give the state of incorporation and all businesses must be licensed to do business in Maine.
- Provide project manager information, including name and contact information: cell phone, email, and office phone.
- Provide the name and contact information for the individual within the organization responsible for contract negotiation. This individual must sign the proposal.
- The contractor may suggest alternatives to the established Scope of Work but may not implement without written authorization by BSOOB Transit.
- The Notice of Intent to Bid, Appendix E, must be submitted by September 20, 2023.
- BSOOB Transit is subject to Maine’s Freedom of Access Act (FOAA). Under this law, BSOOB Transit is required to make public information that we receive in the solicitation of proposals. FOAA does, however have an exception applicable to proprietary information. In the event that you believe that the proposal you submit contains such information, include it in a separate sealed envelope to BSOOB Transit along with your sealed proposal. The outside of this envelope must be identified as “Proprietary Information/Confidential.” Such proprietary information will only be reviewed by BSOOB Transit, and only on a “need to know” basis. BSOOB Transit will not disclose such information to a third party without your consent, unless it determines that such disclosure is required by law. Prior to disclosing such information, BSOOB Transit will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. BSOOB Transit will not be liable to any proposer or any third party for any disclosure of confidential information
- Appendices A, D and F must be signed, dated, and submitted with proposal.
- Include insurance certification for workman’s compensation and liability coverage with the proposal.
- Include the *Pricing Table* on page 8 of this RFP with the proposal.
- Davis-Bacon wages apply to this project. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
 - **State of Maine Wages can be found here:**
 - <https://www.maine.gov/labor/docs/2023/laborstats/prevailingwage/York/2023%20HV%20York%20County.pdf>
 - **Information of Davis Bacon for Maine:**
 - <https://www.maine.gov/mdot/civilrights/docs/davisbacon/Contractors%20guide%20to%20Davis%20Bacon%20Act%202011.pdf>

Scope of Work

BSOOB Transit is requesting proposals from highly experienced and professional contractors to design and build a mechanical room on an existing platform that is adjacent to the bus wash bay located at the bus depot at 13 Pomerleau St., Biddeford, ME. BSOOB Transit requires that the proposer have at least two references for similar work done within the past five years. BSOOB Transit intends to select one contractor to oversee the entire mechanical room design and build. If there are multiple contractors working together, they should submit a proposal on a prime/subcontractor basis rather than on a joint venture basis. While multiple awards may need to be made to complete the entire task list, one award is preferred. Davis-Bacon Act prevailing wages are applicable to this contract. Buy America Build America requirements are applicable to contracts of \$150,000 or more.

This project is financed in part through grants from the Federal Transit Administration, and any contract entered into is subject to the provisions of applicable laws governing that grant. All resulting contracts will be subject to applicable federal, state, and local laws, regulations and requirements. The contractor is required to sign acknowledgement of Federal Clauses listed in Appendix A.

1. General Requirements

An existing exterior platform with loading dock area will be the base for a mechanical room addition to service a new bus wash system. The bus wash system will be housed in an existing garage bay and designed for vehicles to drive in, get washed, and back-out. The platform is connected to the building with the wash bay. It is expected that most of the products and equipment for the wash bay will be housed in the mechanical room.

All solutions should be to code and include:

- Design of the mechanical room
- Building requirements for the mechanical room
- Removal of all construction related debris

It is the contractor's responsibility to secure required permits and confirm that the mechanical room is built to code.

It is the contractor's responsibility to remove construction debris.

2. Existing Platform and Loading Dock Area

The existing platform with loading dock was built to be used as a mechanical storage room for the wash bay. The concrete retaining wall is 80 lf of 8" w by 68"/92" retaining wall on 24" x 12" footing w/rebar per plan. Loading dock slab is 6" exterior concrete with air entrainment. There is an area prepared for a door allowing access from the outside of the building. The storage building will require the following:

- Overhead rolling door towards loading dock
- Pass through door, 36" adjacent to rolling door
- Natural gas tube heater
- Electrical:
 - 200-amp main panel, single phase
 - lights, outlets, switches for wet location
- Block matching the building is preferred for this build
- Drain to adjacent wash bay area



Photos of platform area where mechanical building to service bus wash system will be built.

3. Existing Wash Bay – *Included for information only* Contract for *Bus Wash Installation* is a separate RFP: #2023-89-1.

The existing wash bay is approximately 60' long and 25' feet wide. It accommodates coach buses which are the longest at 45'. There are electrical outlets and drains in the bay. A pressure washer is affixed to the back wall and it may or may not remain in this position with the new bus wash system. The design will include rails on the floor and lasers to guide the buses into and out of the wash bay.



Photos of existing bus wash bay

Pricing

Using the matrix below, provide pricing as it relates to the successful completion of the Mechanical Room Design Build as detailed in this RFP including design, materials, permits, building. BSOOB Transit reserves the right to purchase all, or some, of the proposed Mechanical Room Design Build. The pricing associated with all proposals must remain firm until December 31, 2023. Any price adjustments, through the life of this agreement, must be mutually agreed upon, in writing, at the time of award.

Mechanical Room Pricing

	Price (\$)	Notes (cost driven assumptions and important elements)
Design of mechanical room		
Electrical wiring, switches, lighting, panel required for building		
Building materials (with freight)		
Installation – inclusive of all labor including administrative cost, as well as other elements of installation cost (not covered above)		
Natural gas tube heater		
Warranty Length		
Warranty Coverage		
Permit fees		
Removal and disposal of building debris		
Misc. Describe in Notes		
Total Price for mechanical room design and construction		

Evaluation Process

Proposals will be evaluated and ranked on the basis of the following factors and weighted as follows:

Recognition of BSOOB Transit’s proposal requirements / completeness of response	10 %
Satisfactory references	10 %
Prior experience, qualifications and company history	15 %
Delivery time / schedule	20 %
Pricing structure	35 %
Warranty	10 %

All aspects of the evaluations of the proposals and any discussions and negotiations, including documentations, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. BSOOB Transit reserves the right to request a proposer to provide any missing information and to make corrections. Cost will not be the sole determinant in the selection process. BSOOB Transit wishes to select a contractor that can best demonstrate the capability to provide the desired product and design service with quality and innovation at a competitive rate.

As part of the review and evaluation process, BSOOB Transit may, at its discretion, request any or all proposers to do presentations to provide an opportunity for questions and answers about the proposal.

Assistance by BSOOB Transit

As part of the RFP process, BSOOB Transit provides a scheduled site visit for August 23, 2023 at 10am to provide potential contractors with an opportunity to inspect the existing bay wash area and adjacent mechanical room platform. Existing plans of the building will be available for review at that time.

Compensation

The rates and fees quoted by the proposer are to be good for sixty (60) days from the date of the proposal opening.

Contract Performance

The contractor agrees to bear all costs incurred by BSOOB Transit arising from the failure of the contractor through omission or commission to comply with all Federal, State and local statutes, regulations, ordinances or rules. The contractor further agrees to hold BSOOB Transit harmless and to indemnify BSOOB Transit for these costs as well as all costs of collection, including but not limited to reasonable attorney fees.

If the contractor fails to fulfill its obligations under the contract properly and on time, or otherwise violates any provision of the contract, BSOOB Transit may terminate the contract by written notice to the contractor. The notice shall specify the acts of omissions relied on as cause for termination. BSOOB Transit shall pay the contractor a fair, equitable compensation for satisfactory performance prior to receipt of notice of termination less the value of damages caused by contractor's breach. If the damages are more than the compensation payable to the contractor, the contractor will remain liable after termination and BSOOB Transit may collect damages, including costs of collection and reasonable attorney fees.

Equal Opportunity

BSOOB Transit is an equal opportunity employer and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Vendors and contractors or their agents doing business with BSOOB shall not violate the above clause or the Civil Rights Act of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract. See Appendix B.

BSOOB has adopted a Minority Business Enterprise DBE/WBE Program. This program establishes a goal for DBE/WBE participation in BSOOB's total procurements.

Federal Transit Administration Clauses

Federal Transit Administration Clauses relevant to the procurement of services, materials and supplies are hereby incorporated into this specification by reference.

Proposers are required to submit written or printed proposals, signed by a person empowered to make all authorized decisions on behalf of the proposer. A signed proposal is a legal agreement to abide by all listed and applicable Federal clauses. Please submit the signed and authorized agreement in Appendix A with your proposal.

Agency Contact

The purchasing agent at BSOOB Transit will be the contract administrator until the time of award. Changes or additions made by anyone other than the purchasing agent will not be accepted or paid for by BSOOB Transit.

Proposers needing more information than is found in these specifications should contact:

Marianne Walters
Biddeford Saco Old Orchard Beach Transit Committee
13 Pomerleau Street
Biddeford, Me 04005
(207) 571-0617
mwalters@bsoobtransit.org

Proposer Contact

The proposer shall provide a contact with authority to approve addendums requests. BSOOB Transit shall not be responsible for requests made by unauthorized personnel.

Appendix A – Required Federal Transit Administration Clauses

1. Article FTA-2. Access to Records, Access to Construction Site, and Maintenance of Records
2. Article FTA-3. Buy America, Build America Act
3. Article FTA-4. Cargo Preference Act
4. Article FTA-5. Employee Protections
5. Article FTA-6. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
6. Environmental Standards and Practices:
 - a. Clean Water Act
 - b. Clean Air Act
 - c. Energy Policy and Conservation Act
 - d. Recovered Materials
 - e. Air Pollution and Fuel Economy
7. Article FTA-8. Lobbying Restrictions
8. Article FTA-10. National Intelligent Transportation Systems Architecture and Standards
9. Article FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts
10. Article FTA-12. Civil Rights
11. Article FTA 13. General Provisions
 - a. Federal Changes
 - b. No Obligation by the Federal Government
 - c. Incorporation of FTA Terms
12. Article FTA 14. Disadvantaged Business Enterprise (DBE) with Goal
 - a. Nondiscrimination
 - b. Prompt Payment
 - c. DBE Good Faith Efforts
 - d. Reporting
 - e. Review of Good Faith Efforts
 - f. Administrative Sanctions
13. Article FTA-15. Veterans Preference
14. Article FTA-16. Executive Order-Special Department of Labor Equal Employment Opportunity for Construction Projects
15. Article FTA-17. Intellectual Property Rights
16. Article FTA-18 Safe Operation of Motor Vehicles
 - a. Seat Belt Use
 - b. Distracted Driving, Including Text Messaging While Driving
17. Article FTA -19. Telecommunications Certification
18. Article FTA-20 Resolution of Disputes, Breaches, or Other Litigation
 - a. Notification to FTA; Flow Down Requirement
 - b. Right of Federal Government to Terminate

NOTE: *Not all of the above listed clauses are necessarily applicable to this purchase.*
See BSOOB Transit website for full details <https://bsoobtransit.org/opportunities/rfps/>

Regulations governing purchases such as this may be found in the Code of Federal Regulations, online in 2 CFR Part 200.326 and Appendix II to 2 CFR Part 200 and Master Agreement, Title 5, 49CFR, 2CFR Part 180 & 1200, and 49 USC

Acknowledgement of all FTA Clauses regarding BSOOB Transit Mechanical Room Build Design:

The proposer must acknowledge the FTA clauses with a signature from an authorized representative of the firm.

Company Name

Printed Name & Title

Signature

Date

Appendix B – Civil Rights Requirements

The following requirements apply to the underlying contract:

1. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - a. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Appendix C – Disputes and Protests

Disputes

Biddeford Saco Old Orchard Beach Transit Committee will work with firms and vendors to resolve disputes arising from its procurement of goods and services. If such disputes cannot be resolved through negotiation between the vendor and the Executive Director, The Transit Committee may render a decision on the matter.

Nothing in this policy mitigates the right of the vendor to seek legal remedy in a court of competent jurisdiction.

Biddeford Saco Old Orchard Beach Transit Committee may seek the assistance of the grantor agency in resolving disputes.

Protests After Bid Opening/Receipt of Proposals

Any party aggrieved by an award of a contract may protest to Biddeford Saco Old Orchard Beach Transit Committee, in writing, within 7 days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The Chairperson of the Biddeford Saco Old Orchard Beach Transit Committee is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than 30 days after bid opening or the receipt of proposals shall not be considered.

In the absence of a settlement, the Chairperson shall make their decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

The written decision of the Chairperson shall be final, binding, and conclusive on the parties.

Protest should be sent to:

Chairperson
Biddeford Saco Old Orchard Beach Transit Committee
13 Pomerleau Street
Biddeford, ME 04005

Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that Biddeford, Saco, Old Orchard Beach Transit Committee does not have, or is failing to follow, written protest procedures. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the protester has identified other grounds for appeal to FTA.

Appendix D - BSOOB Transit: Mechanical Room Build and Design

Contractor will provide a quote for the design and build of the mechanical room.

Pricing:

Design of Mechanical Room _____

Building of Mechanical Room _____

Warranty Costs _____

Total for Contract _____

Authorized by:

Print name & title:

Signature

Date: _____/_____/2023

Appendix E

Notice to Submit a Proposal for BSOOB Transit Mechanical Room Design Build

Contractor: _____

Will _____

Will Not _____

submit a proposal to furnish the above-referenced service.

This request for information is being sent to you and to other service providers to assist us in determining who will be submitting a proposal.

Whether or not you choose to submit a proposal at this time, please return this form if you wish to be retained on our list of bidders.

_____ We are not submitting a proposal, but please keep us on your list of bidders.

_____ You may remove us from your bidders list (NOTE: Firms who do not return this form will be automatically removed from our bidder list.)

Contact Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email address: _____

Please return this form immediately upon receipt (by mail or email) to:

Marianne Walters, Grants Program Specialist
Biddeford-Saco-Old Orchard Beach Transit
13 Pomerleau St.
Biddeford, ME 04005
mwalters@bsoobtransit.org

Appendix F: References

Reference 1:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	

Reference 2:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	

Reference 3:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	