



Request for Proposals (RFP)
Fuel System Upgrade

RFP # 2025 -319-1

Date of Issue: March 19, 2025

Due April 18, 2025, at 1:00 pm EST

General Information

The Biddeford-Saco-Old Orchard Beach Transit Committee (BSOOB Transit) is requesting proposals from qualified vendors for the upgrade of our existing fuel system. The purpose of this RFP is to solicit proposals from vendors who can provide a comprehensive solution that meets our requirements. The service 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. All resulting contracts will be subject to applicable federal, state, and local laws and regulations and requirements. Disadvantaged Business Enterprises are encouraged to respond to this solicitation notice.

Please read all specifications and requirements of this RFP carefully as changes, additions or deletions to this proposal may occur.

BSOOB Transit is not responsible for any misunderstanding of the requirements of this RFP.

This RFP package consists of Overview of Fuel System, Scope of Work, Proposal Submission Requirements and information, Appendices A-E, and Construction Plans.

Overview of Fuel System

BSOOB Transit provides public bus transit services for the cities of Biddeford and Saco, and the town of Old Orchard Beach Maine. It operates seven fixed routes, seven days a week with a seasonal trolley service added during summer months. The fleet consists of 21 revenue service vehicles and several non-revenue vehicles which are serviced and stored at the depot in Biddeford.

BSOOB Transit is requesting proposals from qualified contractors to provide the material and labor to upgrade the existing fuel system infrastructure besides the tank, which doesn't require upgrading, to get our entire fuel system up to government regulation. The fuel system will be used to continue fueling our fleet so that way we may continue to serve the community. Construction plans for the fuel system are included with this announcement.

Proposal Details

Proposal Schedule

Request For Proposal	March 19, 2025
Addendum Requests	March 31, 2025
Intent to Bid Response	April 7, 2025
Proposal Due Date	1:00 PM, EST, April 18, 2025
Proposal Opening	2:30 PM, EST, April 18, 2025
Contract Award	Within 30 days of Proposal Opening
Preferred Contract Start Date	June 2025
Preferred Contract Completion Date	November 2025

Sealed proposals are due by 1:00 pm on Friday, April 18, 2025 and may be hand delivered or mailed to BSOOB Transit Office, 13 Pomerleau St., Biddeford, Maine 04005. Proposals must also be sent electronically to Trahmel Milashouskas at tmilashouskas@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.**

Please send addendum requests to Trahmel Milashouskas at tmilashouskas@bsoobtransit.org. Addenda must be received by 4:00 pm on March 31st 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.

Proposals will not be accepted after the deadline.

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.

General Proposal Submission Requirements

- Proposals must be prepared in a clear and concise manner with a cover page identifying the Proposer and three-year price of the proposal. Subsequent pages must be numbered.
- Identify the project manager by name and include contact information including 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.
- Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and general description of the Proposer’s financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer’s ability to complete the project.
- The Proposer 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 April 7, 2025.
- Appendices A, D, and F must be signed, dated, and submitted with proposal.
- Include a copy of Certificate of Liability Insurance coverage amounts with the proposal.

Scope of Work

- Remove, clean and dispose of existing fuel island and piping, Drive Mat, site assessment by certified geologist
- Reuse existing 10,000-gallon tank
- Update Tank alarm and inventory system
- Replace all piping, electronic sensors, etc.
- Replace fuel island, 2 pumps, piping, lighting, electronics
- Add bollards to protect island from collision
- Update fuel syntec (fuel master) system utilizing aims
- Add overhead canopy
- Offer options for underground DEF tank and delivery system
- Include all permits documentation needed for project completion and licensing

Evaluation Process

Proposals submitted will be evaluated by BSOOB Transit’s staff and Committee members. Final determination will be made by BSOOB Transit’s Committee. The evaluation of proposals will include the following criteria, listed in random order:

Recognition of BSOOB Transit’s proposal requirements / completeness of response	5%
Satisfactory references	5%
Prior experience, qualifications and company history	10%
Delivery time/ schedule	25%
Pricing structure	40%
Warranty	10%
DBE Qualifications	5%

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 service with quality 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.

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:

Trahmel Milashouskas
Biddeford Saco Old Orchard Beach Transit Committee
13 Pomerleau Street
Biddeford, ME 04005
(207) 571-0617
tmilashouskas@bsobtransit.org

Vendor 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. Fly America Act
2. Buy America, Build America Act
3. Cargo Preference Act
4. National Earthquake Reduction Program Reauthorization Act
5. Energy Policy and Conservation Act
6. Clean Water Act
7. Access to Records and Reports
8. Byrd Anti-Lobbying Amendment as amended by the Lobbying Disclosure Act of 1995
9. Compliance with FTA Regulations, Policies, Procedures and Directives
10. 6002 of the Solid Waste Disposal Act
11. Davis Bacon & Copeland Anti-Kickback Acts
12. Fair Labor Standards Act
13. Veterans Employment
14. No Obligation by the Federal Government
15. Program Fraud Civil Remedies Act
16. Government-Wide Suspension and Disbarment
17. Use of Seatbelts
18. Recycled Products
19. Contracts Involving Federal Privacy Act Requirements
20. Civil Rights
21. Disadvantaged Business Enterprises
22. Incorporation of Federal Transit Administration Terms
23. National Intelligent Transportation System Architecture and Standards (ITS)
24. Contracts Involving Experimental, Developmental, or Research Work, Rights in Data
25. Transit Employee Protective Agreements
26. Texting While Driving and Distracting Driving
27. ADA Access
28. Rights to Inventions Made Under a Contract or Agreement
29. Telecommunications Certification: John S. McCain National Defense Authorization Act
30. Safe Operation of Motor Vehicles
31. Clean Air Act
32. Termination
33. Breaches and Dispute Resolution

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

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 Fuel System Upgrade:

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 his or her 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 Fuel System Upgrade Pricing

We, _____, agree to provide financial audit services as outlined in RFP#2025 319-1 for BSOOB Transit, at the price listed below.

Each proposal shall comply with the specifications as outlined in this RFP and any supplemental information provided to us.

Total cost of products and materials for fuel system \$ _____

Total cost of installation \$ _____

Total cost of Products and Installation \$ _____

Warranty: The proposer warrants all material, products and labor for a period of:

Include a copy of product warranties with your proposal.

Authorized by:

Print name & title:

Signature

Date: _____/_____/2025

Appendix E: Intent to Bid

Notice of Submit a Proposal for BSOOB Transit Fuel System Upgrade

Firm: _____ 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:

Trahmel Milashouskas, Grant & Procurement Coordinator
Biddeford-Saco-Old Orchard Beach Transit
13 Pomerleau St.
Biddeford, ME 04005
tmilashouskas@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	

Reference 4:

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

Appendix G: Report Ability to Meet Listed Requirements

Vendor Name _____

Representative _____

Requirements	Comments
1. Fuel System Infrastructure	
2. Fuel System Technology	
3. Proposed Schedule	
4. Contractor Responsibilities	
5. DBE Certification	
6.	