

Twin Cities Area Transportation Authority (TCATA)



275 East Wall Street

Benton Harbor, MI 49022

**Invitation To Bid:
Electrical Vehicle Charging Stations Installation & Infrastructure**

Due: January 12th, 2024 by 3pm est.

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INVITATION TO BID – TWIN CITIES AREA TRANSPORTATION AUTHORITY

TWIN CITIES AREA TRANSPORTATION AUTHORITY will be accepting Sealed Bids for EV Charging Stations Installation and Infrastructure located at 275 E. Wall St., Benton Harbor, MI 49022.

A site visit will be conducted on December 20, 2023 @10am at Twin Cities Area Transportation Authority located at 275 E. Wall St., Benton Harbor, MI 49022. Please e-mail Operations Manager Nick Fort to RSVP at nfort@tcatabus.org. Bids should be e-mailed to Mark Epps, Procurement Manager at mepps@tcatabus.org by January 12, 2024 no later than 3pm EST

A copy of this solicitation can be found on Twin Cities Area Transportation Authority website. If you are a licensed contractor interested in bidding on this work, you can obtain a bid packet by visiting TCATA website at <https://www.mywaythere.org/tcatabusiness.asp>.

Certified Disadvantaged Businesses Enterprises (DBE) are encouraged to submit proposals. Proposers are required to document whether the individual is a DBE. TCATA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 2000b to 2000b-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will afford disadvantaged business enterprises full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Twin Cities Area Transportation Authority reserves the right to reject any and all bids not prepared and submitted in accordance with the provisions of this Advertisement and/or the Specifications contained in the Bid Packet. The following pages contain the Bidder Information and Requirements, Specifications, Bid Form, and Acknowledgement of Receipt Form.

BIDDER INFORMATION AND REQUIREMENTS

General

Sealed bids, subject to the conditions, specifications, and instructions below and as attached, will be accepted until 3pm local time, January 12, 2024. Bids will be posted on TCATA website

<https://www.mywaythere.org/tcatabusiness.asp>

All bids are to be submitted on and in accordance with the attached Bid Form. The form must be signed by an authorized representative of the bidder and dated in the appropriate space.

Additional information or clarification of any of the instructions or information contained herein may be obtained from the Procurement Manager via e-mail at mepps@tcatabus.org

Specifications are based on TCATA needs and standards to meet specific TCATA requirements. Specifications are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

In case of disputes as to whether the service quoted or delivered meets specifications, the decision of the TCATA shall be final and binding on all parties.

Bidder's Responsibility to the TCATA

The TCATA will hold each bidder responsible for compliance with all specifications and compliance with all federal, state, and local laws and regulations applicable to this bid and any subsequent contract.

Contract Period

The successful bidder will have 90 days from the date the contract is signed to complete the project.

Pricing or Bid Amounts

Throughout the term of the contract(s), the bid prices may not be changed.

Addenda

Any bidder(s) finding discrepancy in or omission from the specifications, in doubt as to their meaning, or believing that the specifications are discriminatory shall notify the TCATA, in writing, a minimum of five (5) working days before the scheduled bid opening. Clarifications or changes in these specifications will be issued, in writing, only by the TCATA authorized representative. All inquiries should be directed to the Mark Epps, Procurement Manager at mepps@tcatabus.org. Exceptions, as taken by the bidder(s), in no way obligate the TCATA to change the specifications.

Taxes

TCATA is a tax-exempt organization. Please do not include taxes in your bid.

Submission of Bids

The submission of a bid shall be considered an agreement by the bidder to all the terms, conditions, and specifications provided herein and in the various bid documents. Any bidder may withdraw his or her bid either in person or in writing at any time prior to the opening of bids.

Bid Evaluation Bases

Contractor shall have minimal of three (3) years of experience in Electrical Vehicle Infrastructure.

Bids which show any omission, irregularity, and alteration of forms, conditional or unconditional additions not called for, unresponsive bids, or bids obviously unbalanced may be rejected.

The TCATA reserves the right to reject any and all bids.

Award of Contract

Before awarding any contract, the TCATA shall have the right to require a bidder to submit evidence of his or her qualifications concerning financial and technical resources to guarantee responsiveness to the contract. Failure of any bidder to demonstrate to TCATA officials the ability to be responsive shall be grounds for rejecting the bid.

Bidder must have experience in Electrical Vehicle Charging Stations Installation and Electrical Vehicle Infrastructure. Bidder shall provide three (3) references of comparable work.

The TCATA reserves the right to award alternate contracts when the first contractor cannot perform the work within the timetable specified by the TCATA.

All bids will be judged on the basis of best buy to the TCATA, compliance with all instructions, and conformance with the specifications.

The TCATA reserves the right to award contracts in such a way as to be in the best interest of the TCATA.

A condition of any contract shall be the disclosure of any subcontractors to be used in the performance of the contract.

Insurance

Each successful bidder shall maintain, as specified in the contract, insurance to protect himself/herself or company and the TCATA from any claims that may arise while performing work under this contract.

Each successful bidder will provide proof of workers' compensation insurance if requested. Each successful bidder shall ensure that its owners, officers, and employees observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of any and all kinds.

Subcontracting

Contractors may utilize the services of subcontractors only with prior approval of the TCATA. Contractors may not use any subcontractor that is delinquent in any payments owed to the TCATA. Contractors shall verify proposed subcontractors are in good standing with the TCATA prior to entering into any agreements.

Contractors shall be held responsible for the performance and quality of work of all subcontractors.

All work performed by subcontractors shall be listed on the contractor's invoices, to include the subcontractor's name, work performed, and amount owed/paid. No more than 49% of invoiced amounts may be performed by subcontractors, without additional prior approval of the TCATA. Otherwise, the agreement between the TCATA and the contractor may be voided.

Payment

Contractors shall submit to the TCATA an itemized invoices during the progression of work. Said invoice is to include specific information as required by the TCATA for the services.

Upon satisfactory completion of the work and acceptance of the invoice by the TCATA, payment will be made within Thirty (30) calendar days.

Within fifteen (15) calendar days of receiving payment from the TCATA, contractors shall provide proof of payment to any subcontractors, who performed work billed on that invoice, or the contractor(s) shall provide, in writing to the TCATA and subcontractor, why said subcontractor was not paid.

Termination

The TCATA reserves the right to terminate any contract immediately in the event the contractor(s) discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; fails to keep in force any required insurance policies; or fails to pay, in a timely fashion, any subcontractor.

Failure of the contractor(s) to comply with any section or part of the bid or subsequent contract will be considered grounds for immediate termination of the contract.

The contract may be terminated by either party by giving fifteen (15) calendar days written notice to the other party.

If the TCATA uses the termination clause, the contractor will be paid for all work completed satisfactorily up to the termination date

Specifications or Scope of Work

Installation of Electrical Vehicle (EV) Chargers and Infrastructure

SCOPE: The project includes the installation of Three (3) electric vehicle (EV) chargers including demolition/removals, concrete curb, concrete/asphalt pavement, electrical conduit, electrical panels, junction boxes and wire, Relocation of Building Signage, and pavement marking.

Charging stations are owner purchased and contractor installed.

Terms and Conditions

Comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety. Provide all safeguards needed for employees and equipment, and secure any and all permits and licenses that may be required.

Provide proper insurance coverage to indemnify the TCATA and to hold the TCATA harmless against all loss, expenses, or injury to person or property. Furnish evidence to the TCATA that public liability insurance is carried on all equipment and on all employees in the following amounts: Property - \$1,000,000 per occurrence; Personal - \$1,000,000 per occurrence; Aggregate - \$ 2,000,000 per occurrence, and Workers' Compensation - \$1,000,000 per occurrence.

Maintain this insurance coverage at all times and notify the TCATA of any changes or additions that may occur in the Coverage.

Bidders are expected to inspect the project where work is to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract to the extent that such information is reasonably attainable. In no event shall a failure to inspect the project constitute grounds for a claim after award of contract. Any Contractor that desires to review the work involved by scheduling a visit to the project should contact the Public Works Director.

Equipment

Contractor will provide all equipment necessary for Installation of Electrical Vehicle Charging Stations.

Inspection

All supplies, equipment, and services shall be subject to inspection or tests prior to acceptance. In the event supplies, equipment, or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the TCATA shall have the right to reject the items or services or require acceptable correction at the Contractor's expense.

Subcontractors

The Contractor shall notify the TCATA of any planned use of subcontractors in regards to the resulting contract.

All payments will be made directly to the Contractor.

The Contractor shall ensure that all subcontractors comply with all applicable Federal, State, and Local laws, regulations, mandates, and terms of this solicitation and resulting contract.

Additionally, the Contractor shall not contract with any subcontractor that utilizes the services of illegal immigrants.

Cancellation of this Solicitation

This Solicitation may be cancelled at any time or for any reason, or all bids rejected if it is determined in writing that such action is in the best interest of the TCATA. Receipt of an offer by the TCATA or submission of a bid to the TCATA confers no rights upon the Offeror nor obligates the TCATA in any manner.

ITB Evaluation Criteria

The TCATA intends to award a contract to the Contractor, whose offer, conforming to the solicitation, is the most advantageous on the basis of “best value” for all products, services, and requirements contained herein.

Award of Contract

The TCATA reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

Project Scope

This Project includes the installation of Three (3) electric vehicle (EV) charging stations including demolition/removals, concrete curb, concrete/asphalt pavement, electrical conduit, junction boxes and wire, Building Signage Relocation, and pavement marking located at Twin Cities Area Transportation Authority (TCATA) located at 275 E. Wall St., Benton Harbor, MI 49022.

The successful contractor(s) will save, protect, defend, and hold harmless the TCATA, their officers, and agents against any suit for damages or judgment that may be rendered in the execution of the scope of work associated with this request for bids.

The contractor(s) will be responsible for strict compliance with EPA, ANSI, OSHA, federal, state, and local regulations applicable. All prices must include compliance with the above regulations.

The owner will not be responsible for the cost of and proper disposal of debris and any hazardous or special waste materials. No items may be salvaged or diverted for private use.

Wages

This successful bidder must comply with Davis-Bacon wage regulations.

Davis-Bacon Act Contract Provisions

The Davis Bacon Act (DBA) shall apply to contracts in excess of \$2,000 for the construction, alteration, or repair (including painting, decorating, replacement of doors/windows, landscaping, playground installation and other similar work) of facilities/buildings.

The Contractor needs to comply with the following DBA requirements:

(1) Laborers and mechanics employed on a project funded by a federal grant must be paid the minimum prevailing wage for that area in which the work is being done including bona fide fringe benefits. (2) Apprentices or trainees may be paid at less than the prevailing wage rates only when the apprenticeship

program are registered with or with a state apprenticeship agency recognized by the Department of Labor.

(3) A Certified Payroll available on the DOL website (<https://www.dol.gov/whd/forms/wh347.pdf>) must be submitted (Form WH-347) with payment request.

Following are the typical violations of the DBA provisions:

1. Misclassification of laborers and mechanics
2. Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours).
3. Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day.
4. Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices.

Failure to comply with the DBA provisions will result to contract payments withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA).

In addition, violations of the Davis-Bacon contract clauses are grounds for contract termination, contractor liability for any resulting costs to the federal government and debarment from future contracts.

Berrien County Michigan Davis Bacon rates can be located at:

https://www.michigan.gov/leo/-/media/Project/Websites/leo/Documents/WAGE-HOUR/Rates_2022/Berrien.pdf?sc_lang=en&rev=4f77ec2aadeb4a66b07e37f5ee726ca6&hash=E970E58B2EA829E05B112450E8512478

Timetable for Project

ITB Released	December 11, 2023
Pre-Bid Conference-Site Inspection	December 20, 2023
Deadline for Questions submittals	January 3, 2023
Response to all questions	January 9, 2023
Bids Due	January 12, 2023
Interviews (If needed)	January 19, 2023
Award	January 26, 2023

The contract deadline for this project is 90 days from the date the contract is signed at which time all work and documentation must be submitted to the TCATA. Contract must be executed no later than two weeks after award of the bid.

The successful bidder will have 90 days from the date the contract is signed to complete EV Infrastructure and Charging Installations. The Contract must be executed no later than two weeks after award of the bid.

CONTRACTOR'S BOND FOR PUBLIC BUILDINGS OR WORKS

Act 213 of 1963 AN ACT to provide a procedure for bonding contractors for public buildings and public works of governmental units; and to repeal certain acts and parts of acts. History: 1963, Act 213, Eff. Sept. 6, 1963. The People of the State of Michigan enact: 129.201 Bonds of principal contractor on public building, work, or improvement; irrevocable letter of credit. Sec. 1. Before any contract, exceeding \$50,000.00 for the construction, alteration, or repair of any public building or public work or improvement of the state or a county, city, village, township, school district, public educational institution, other political subdivision, public authority, or public agency hereinafter referred to as the "governmental unit", is awarded, the proposed contractor, hereinafter referred to as the "principal contractor", shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract to the principal contractor. However, if the principal contractor is a common carrier as defined in section 3 of Act No. 300 of the Public Acts of 1909, as amended, being section 462.3 of the Michigan Compiled Laws, or the designated operator of a state subsidized railroad, the principal contractor may provide an irrevocable letter of credit from a state or national bank or a state or federally chartered savings and loan association instead of the bonds. Neither the invitation for bids, nor any person acting, or purporting to act, on behalf of the governmental unit shall require that the bonds be furnished by a particular bank or surety company, or through a particular agent or broker, or through a bank, company, agent, or broker in any particular locality

BID FORM

Twin Cities Area Transportation Authority
EV INFRASTRUCTURE
DUE NO LATER THAN 1/12/2024 by 3PM EST
All quotations must be delivered VIA EMAIL to the following address:
MEPPS@TCATABUS.ORG

Name of Firm: _____

Having carefully examined the Bid requirements including the General Conditions, and the Invitation for Bid for TCATA EV CHARGING STATIONS INSTALLATION AND INFRASTRUCTURE, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of specified in the attached Quotation for the total sum not to exceed:

BID PRICE: _____

Name of Firm: _____

Address of Firm: _____

Signature: _____

Telephone Number: _____

Name and Title: _____

Name and Title of Vendor’s Representative who will service contract:

Address and Telephone Number of Vendor’s Representative:

E-mail address of Vendor’s Representative who will service contract:

ATTACHMENT A

STATEMENT OF FIRM'S QUALIFICATIONS

Name of FIRM: _____

Please Provide Three References

REFERENCE 1

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

REFERENCE 2

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

REFERENCE 3

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

Please provide a brief explanation of the company's history and project experience. Qualifications workers and any certification held.

Please provide the IRS W-9 form: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

ATTACHMENT B

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS

for Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29.

As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, TCATA may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to TCATA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "Quotation," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact TCATA for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this Quotation that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by TACATA.
5. The prospective lower tier participant further agrees by submitting this Quotation that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration. TCATAFTA Certifications
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, TACATA may pursue available remedies including suspension and/or debarment. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Contracts over \$25,000). The contractor certifies, that neither it nor its "principals" as defined

in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date _____

Print Name of Authorized Official _____

Title _____

Signature of Authorized Official _____

Company Name _____

Company Address _____

BUY AMERICA CERTIFICATION

BUY AMERICA CERTIFICATE

(For Procurement of Steel, Iron, or Manufactured Products) (EXCLUDES ROLLING STOCK)

Certificate of Compliance with TITLE 49 USC § 5323(j)(1)

The applicant hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Company

Authorized Signature /Date

Name Printed

Title

Certificate of Non-Compliance with TITLE 49 USC §. 5323(j)(1)

The Applicant hereby certifies that it cannot comply with the requirements of Title 49

USC § 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Company

Authorized Signature /Date

Name Printed

Title

SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012 All bidders must submit the following certification statement in compliance with Public Act No.517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid; bidders may file a certification statement with the TCATA that confirms compliance for all bids submitted in fiscal year 2024. By submitting this form to the TCATA, you are confirming that you are in compliance with the Act in relation to the submitted bid(s). The TCATA shall not accept a bid unless, and until, this sworn and notarized certification statement is submitted to the TCATA either as an attachment to a given bid, or, as filed with the TCATA to confirm compliance during fiscal year 2024. A certification statement filed with the TCATA for fiscal year 2024 will only be effective for bids submitted and dated from 10/01/2023 to 9/30/2024. The completed form will be kept on file in the purchasing department. The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the compliance certification requirement provided in the County of Berrien Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract. The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the County of Berrien's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER: _____

Name of Bidder By: _____

Its: _____ Date: _____

STATE OF _____) COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

_____,

Notary Public _____

County, _____

My Commission Expires: _____

Acting in the County of: _____