

**CASS COUNTY TRANSPORTATION AUTHORITY
INVITATION FOR BIDS**

Section 1 – Barn Demolition/CCTA

1.00 Issuing Office

This invitation for bids (“IFB”) is issued by the Cass County Transportation Authority, (“CCTA”), 400 E State St, Cassopolis, MI 49031.

Phone: 269-445-2455
Mobile: 269-414-0164
Fax: 269-445-2647
e-mail: gerry.bundle@ccta-mi.org

1.01 Project Oversight

The oversight of this CCTA Project is the responsibility of the CCTA Executive Director. The chosen Contractor will be required to work with the Executive Director throughout the duration of the contract.

1.02 Incurring Costs

CCTA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from CCTA to proceed.

1.03 Contract Termination

A contract resulting from this IFB may be terminated at will by either party by issuing ninety (90) days’ notice in writing to the other party by certified mail. In cases where termination is caused by funding reductions or elimination of the transit system, the ninety (90) days’ notice is waived, and the notice of termination will reflect the effective date of reduction/elimination of funding by the Michigan Department of Transportation (MDOT). Such termination shall not relieve either party of any obligations incurred prior to the effective date of termination.

1.04 Type of Contract

This is a fixed price contract. CCTA also reserves the right to expand and decrease service/use of the contract as conditions require.

1.05 Questions/Changes to the IFB

It is the desire of CCTA to provide the same information to all interested parties to insure fairness and impartiality in the procurement process. **Submit written questions (via U.S. postal service, e-mail, or fax) to the CCTA Executive Director at the address/number, indicated in Section 1 above, no later than 4 p.m. local time, September 13, 2024.** Any changes made to this IFB, in response to questions or concerns through correspondence received by CCTA, will be put in writing by September 17, 2024, to all contractors indicating an interest in this project.

1.06 Bids

To be considered for award, each respondent must submit a complete response to the IFB, using the designated format and accepting the requirements of Section 2 and 3 below. Bids are to be submitted only to CCTA. No other distribution of the bid is to be made. An official authorized to bind the respondent to the bid must sign the proposal in ink. Submission of a bid shall bind the respondent to all provisions of the bid, including costs, for a period extending not less than ninety (90) days following the IFB due date. Two (2) copies of the bid, including a price sheet, must be submitted to CCTA by

4:00 p.m. local time, September 30, 2024. The respondent is solely responsible for the timely delivery of the bid to CCTA. All bids submitted in response to this IFB will become property of CCTA and will not be returned to the respondent.

1.07 Economy of Presentation

Each bid should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements and objectives of this IFB. Emphasis should be on completeness and clarity of content.

1.08 Primary Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in its bid.

1.09 Other Duties Assigned by CCTA

Because of the nature of this project, CCTA is unable to determine all possible work components and tasks to be completed. The contractor may be asked to provide additional services that have not been outlined in this IFB. When additional duties beyond those outlined in this IFB and in the Contractor's bid are identified, CCTA and the Contractor will discuss the Contractor's ability to complete this work. If CCTA determines the Contractor should conduct the additional work, the Contractor will provide a request for a Work Order describing the work to be done and all associated costs. A written Work Order will then be issued by CCTA.

1.10 Determination of Successful Bidder

In determining the successful bidder, the contract award for this Project will be made to the lowest, responsive and responsible bidder using the Total Fixed Price \$ _____ figure in Attachment 1.

1.11 Bidder Qualifications

To be eligible for award, bidders must be responsive and responsible.

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.

Responsible bidders are those prospective vendors who, at a minimum, must:

- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- Are a licensed contractor capable of delivering the services being offered.
- Are otherwise eligible to receive an award under applicable laws and regulations.

All prospective bidders may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible vendor. Refusal to provide requested information may cause rejection of the bid or proposal.

1.12 Acceptance of Bid

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

1.13 Withholding Award

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

1.14 Bid Acceptance, Rejection, and Postponement

CCTA reserves the right to postpone, accept, or reject any and all bids in whole or in part for sound documentable business reasons, on such basis as the CCTA deems to be in its best interest to do so.

1.15 Single Bid Response

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

1.16 Discrepancies in IFB

If a Bidder becomes aware of any discrepancy, ambiguity, or error of omission in the IFB, it shall be reported immediately, in writing, to the Executive Director who will determine the necessity for further notification.

1.17 Site inspections

Bidders are welcome to inspect the site in support of the development of their bid. Site inspections can be arranged by contacting the Executive Director via any of the means detailed above.

1.18 Independent Price Determination

By submission of a proposal, the respondent certifies that in connection with this proposal:

- The price in the proposal has been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the price that has been quoted in the proposal has not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or contractor to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the price being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.
- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

1.19 Pricing and Payment

The bid is to include the total cost including obtaining the necessary permit(s), demolition and removal/disposal of all debris.

Payment for any contract entered into as a result of this IFB will be made not more than thirty (30) days following satisfactory work completion.

Section 2—Statement of Work

2.00 Background

The CCTA operates a transit system consisting of eleven (11) small buses operated in the demand-response mode. The service is countywide except for the City of Dowagiac which has its own dial-a-ride system. The CCTA is currently under contract with the City of Dowagiac to operate and maintain their three (3) buses. The barn had been used to store parts and supplies for maintenance of the combined fleet, but over time has fallen into disrepair and those parts and supplies are now stored elsewhere.

2.01 Objectives of the Project

This IFB is being issued by CCTA for the purpose of clearing the space currently occupied by the barn for parking and future construction.

2.02 Scope of Work

The successful contractor will be responsible for the safe demolition of the barn, as well as removal and disposal of all debris resulting from the demolition, all in compliance with Chapter 33 of the Michigan Building Code.

2.03 CCTA Responsibility

The bidder shall describe in their bid the level of involvement that will be expected from CCTA personnel.

2.04 General Requirements

Demolition Standards: The following is a summary of the demolition standards and that must be followed by the contractor performing the demolition work.

1. The structure shall not be moved from the premises in a whole or substantially whole condition. The building slated for demolition shall be demolished on the premises.
2. Permit Holder assumes the responsibility to guard against casual entry to the demolition site by unauthorized personnel at all times.
3. Dangerous conditions – unstable structures, open holes, et al, must be fenced completely around the perimeter, with sufficient clear distance, during times where the site is not occupied by authorized personnel.
4. Conformity to MIOSHA standards must be maintained at all times throughout the demolition process.
5. The structure and its foundation slated for demolition shall be completely razed and removed from the site.
6. Any damage to public sidewalks or any part of the street right-of-way shall be repaired or replaced to meet Village of Cassopolis standards.
7. All masonry, such as retaining walls, shall be removed.
8. All excavated areas shall be filled and compacted to grade only with clean fill composed of sand, gravel, or dirt. Final grade shall be at least 4” of gravel.

2.05 Bidder Requirements

To be given consideration for this project, the bidder must provide at minimum, the following with their bid:

- Proof of liability insurance including limits.
- The name and qualifications of the Project Manager. If at any time during the term of the contract the Project Manager is removed from the CCTA project, his or her replacement shall be qualified and experienced as required and must be pre-approved by CCTA in writing.
- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration (“FTA”), Federal Occupational Safety and Health Administration (“OSHA”), the Michigan Occupational Safety and Health Administration (“MIOSHA”) and the Michigan Department of Transportation (“MDOT”).
- Detailed timeline for each task including critical tasks.
- Total fixed price of the bid.
- The name(s) email address(es) and telephone number(s) of person(s) in the Bidder’s organization authorized to negotiate/expedite the proposed contract with CCTA.

2.06 Cost of Project

Bidders shall list the total fixed price of their bid on the Bid Form (ATTACHMENT 1).

Section 3—Compliance Requirements

3.00 FTA and MDOT Required Clauses

The Contractor will comply with all relevant procurement requirements of the Michigan Department of Transportation (“MDOT”).

The web address of the Michigan Department of Transportation is www.michigan.gov/mdot.

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any CCTA requests which would cause CCTA or the Contractor to be in violation of FTA or MDOT terms and conditions.

3.01 Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE contractor’s certification must be included in the proposal. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following web address: <https://www.michigan.gov/mdot/programs/dbe>.

3.02 News Releases

News releases pertaining to this IFB or the services, study, data or project to which it relates shall not be made without prior written CCTA approval, and then only in accordance with the instructions from CCTA’s Executive Director.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

ATTACHMENT 1

*****BID FORM*****

CASS COUNTY TRANSPORTATION AUTHORITY BARN DEMOLITION

Company Name _____

Address _____

Telephone _____

e-mail _____

Contact Person _____

Authorized Signature _____

Bid Amount

Total Fixed Price \$ _____