

Bay Area Transportation Authority (BATA)  
**Request for Proposal for Public Address Systems**

**Section I**

Direct Questions To: Kurt Braun, Fleet and Facilities Manager  
3233 Cass Rd.  
Traverse City, MI 49684  
[braunk@bata.net](mailto:braunk@bata.net)  
Please direct questions via email by April 17, 2014

Date Issued: April 3, 2014

Bids Due: May 5, 2014 @ 4:00 PM EDT

Bidder Name: \_\_\_\_\_

Amount of Bid: \$\_\_\_\_\_

Submit one copy via email to: Kurt Braun [braunk@bata.net](mailto:braunk@bata.net)  
Submit three (3) hard copies to: Kurt Braun  
Fleet and Facilities Manager  
Bay Area Transportation Authority  
3233 Cass Road  
Traverse City, MI 49684

**BIDDER READ AND COMPLETE**

The undersigned certifies that he/she offers to furnish materials in strict accordance with the requirements of this bid including the specifications, Bid Proposal Form, Terms and Conditions that are attached and that prices quoted are correct.

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **SECTION II**

### **BACKGROUND INFORMATION**

BATA's mission is to provide safe, high-quality, efficient, and reliable transportation to Grand Traverse and Leelanau counties through fixed route and on-demand services. Employees serve the public with a high standard of quality, safety, and responsiveness. As a public entity, BATA is a vested community partner, developing a multi-faceted improvement plan on significant stakeholder input. Additionally, BATA is driven to meet the expectations of voters who approved a multi-year millage for operations by an unprecedented 75% in November 2011.

During the next 24 months, BATA is focusing on major service and route improvements designed to establish a system that can meet residents' daily transportation needs. Known historically as a demand-response "Dial-a-Ride" (DAR) service, BATA's new approach seeks to increase fixed-route ridership from approximately 40 percent to 80 percent. At the same time, BATA is working to improve its services to customers who require demand response and ADA compliant services.

BATA's improvement plan, launched in 2009, has included a significant financial turnaround as well as ongoing operational, customer service, and capital improvements including replacement of more than half of the fleet. BATA is working to actively engage community stakeholders in its improvement efforts through social media and has launched its new brand initiative in May 2013.

As a part of this initiative, BATA is looking to invest in Public Announcement (PA) Systems to outfit our remaining twenty-nine (29) buses with PA's to standardize the fleet and help BATA enhance ADA compliance.

### **Public Address Systems**

#### **SCOPE OF WORK:**

BATA is requesting proposals from qualified vendors for the purchase, delivery, and installation of PA Systems for twenty-nine (29) buses. Consideration will be given to those vendors who demonstrate a high-quality product that is durable to withstand commercial use.

## **PROJECT OBJECTIVES:**

BATA is looking to invest in twenty-nine (29) PA Systems to outfit our buses that currently do not have an onboard PA system. PA Systems are integral in proper communication with the passengers and to meet ADA requirements. Bids must include purchase, delivery and installation of twenty-nine (29) PA Systems.

## **DELIVERABLES:**

Project must be completed and final billing to BATA by December 30, 2014

## **SPECIFICATIONS:**

All twenty-nine (29) bus configurations require the following;

- FEATURES AND CAPABILITIES: AM/FM, WEATHERBAND, CD, MP3 COMPATIBLE, FRONT AUXILIARY IN, PA READY, DIN MOUNT, 12V RECEIVERS WITH BUILT IN AMPLIFIERS, MICROPHONE VOLUME CONTROLS, VOLUME MEMORY, MICROPHONE KEY HOT BUTTONS AND AN RCA (INTERFACE) AS A SECONDARY AUXILIARY INPUT FOR MOBILE DATA TERMINAL INFORMATION INTERFACE.
- WIRING HARNESS FOR BUS SIDE WIRING FROM RADIO MANUFACTURER.
- WIRING HARNESS FOR BUS MANUFACTURER INTERFACE.
- WIRING HARNESS FOR SECONDARY AUXILIARY INPUT FOR MOBILE DATA TERMINAL STOP ANNOUNCEMENT CAPABILITY.
- WIRING HARNESS WITH INTERNAL/ EXTERNAL SWITCH FOR MUTING MUSIC AND ACTIVATING PA SYSTEM.
- LINE OUT CONVERTER WITH RELAY, FUSE HOLDER AND FUSE, POWER AND GROUND 18 GAUGE WIRE, RCA (INTERFACE) CABLE AND LOOMWIRE COVERING TO INTERFACE (GREYHAWK/ CLEVER DEVICES GH-7), TO SECONDARY AUXILIARY INPUT ON RADIO.
- 4 OR 6 SHALLOW MOUNT 6" MARINE GRADE SPEAKERS WITH BUILT IN METAL GRILLS. (4 SPEAKERS FOR 21' TO 25'6" MODELS) (6 SPEAKERS FOR 27' TO 38' MODELS)

\*See Attachment B

- OUTSIDE AM/FM MARINE GRADE ANTENNA WITH APPLICABLE SHIELDED OR MANUFACTURERS FACTORY ANTENNA IN FACTORY LOCATION WITH APPLICABLE SHIELDED CABLES.
- 16 GAUGE SPEAKER WIRE- LENGTHS DEPENDENT ON BUS CONFIGURATION.
- PRIMARY 18 GAUGE WIRE FOR HOT, SWITCHED GROUND 12V CONNECTIONS TO BATTERY AND IGNITION WITH 2 TO 4 FUSE HOLDERS AND FUSES DEPENDING ON BUS CONFIGURATION.
- SPLIT LOOM TUBING TO COVER ALL EXPOSED WIRES IN VARIED LENGTHS DEPENDING ON BUS CONFIGURATION.
- ALL NECESSARY SPEAKER, BUTT SPLICE, FORK, RING AND SPADE TERMINALS IN ALL INSTALLATIONS.
- UNDER DASH, IN DASH, RADIO HOUSINGS OR MANUFACTURER MOUNTING KITS WITH MOUNTING BRACKETS AND REAR SUPPORT KITS.
- ALL BUSES MAY REQUIRE IN LINE POWER NOISE FILTERS, ANTENNA NOISE FILTERS AND RCA (INTERFACE) OR SPEAKER LEVEL NOISE FILTERS AS NEEDED TO FUNCTION WITH COMPETEING BUS ELECTRONICS.

#### BUS SPECIFIC PARTS

- TWENTY-NINE (29) BUSES WITHOUT A CURRENT PA SYSTEM REQUIRE HAND HELD DASH MOUNT MICROPHONES OR 24" TO 30" GOOSENECK MICROPHONES WITH ON OFF SWITCHES AND NECESSARY MICROPHONE EXTENSION CABLES AND MOUNTING HARDWARE.
- ALL CHEVY C-4500 MODEL BUSES REQUIRE COMPUTER INTERFACE (RADIO TO MONITOR RESET). THIS RETAINS WARNING CHIMES AND RAP (RADIO ACCESORY POWER) FUNCTIONS.

- ALL FORD E-450 BUSES REQUIRE INSTALL KIT WITH REAR SUPPORT AND ANTENNA ADAPTERS.
- ALL FORD E-350 BUS REQUIRES INSTALL KIT WITH REAR SUPPORT AND ANTENNA ADAPTERS.
- ALL BLUEBIRD BUSES REQUIRE 4" X 9" METAL MOUNTING PLATE.
- ALL DODGE SPRINTERS REQUIRE OEM (ORIGINAL EQUIPMENT MANUFACTURER) OR EQUIVALENT VAN STYLE DASH MOUNTING KITS AND HARNESSES AND ANTENNA ADAPTORS IF FACTORY EQUIPED.
- ALL THOMAS BUSES REQUIRE INSTALL KIT WITH UNDER DASH MOUNTING BUCKET AND ANTENNA ADAPTERS.

\*See Attachment B

### **SECTION III**

#### **OFFER PREPARATION AND SUBMITTAL:**

##### **PROPOSAL CONTENT**

**Statement of Proposal:** Provide a narrative statement of your proposal indicating, through the use of drawings, diagrams or other material, the way in which you propose to satisfy the requirements outlined in the background statement.

**Prior Experience:** Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project. Include past relationships your firm has had with the transit industry, include name, address, and telephone number of the responsible person of former client's organization and indicate if we may contact them.

**Authorized Negotiators:** Provide the names and telephone numbers of personnel of your organization to negotiate with the transit agency.

**Cost or Price Analysis of Proposal:** Indicate any portion of the proposal to be performed by subcontract. Include similar information as to qualifications of subcontractors or their employees as is required of the respondent.

**Business Organization:** State the full name and address of your organization and, if applicable, the parent or subsidiary entity that will perform or assist in performance of the work contained in your proposal or will provide any assistance. Indicate whether you operate as an individual, partnership or corporation; if as a corporation, include the state in which you are incorporated. All respondents must include their organization's federal identification number. Also include a certified copy of your latest annual report, including balance sheet and income statement.

**Proposal Submittal:** Email (1) one copy of the proposal to [kbraun@bata.net](mailto:kbraun@bata.net) and mail or deliver (3) three copies of proposal to BATA, Attn: Kurt Braun, 3233 Cass Road, Traverse City, MI 49684. THE RFP COVER PAGE SENT WITH THIS RFP MUST BE SIGNED IN INK BY AN OFFICIAL OF THE SUBMITTING ORGANIZATION authorized to bind the submitter to the provisions of the RFP. THE COMPLETE RFP COVER PAGE MUST BE RETURNED WITH THE PROPOSAL.

**Proposals will be received until 4:00 PM on May 5, 2014 at BATA administrative offices, 3233 Cass Road, Traverse City, MI 49684.**

**LATE SUBMISSIONS:**

Respondents are responsible for submitting offers in a manner that reaches BATA in the solicitation on time. The entire proposal must be received, not merely a portion of it. Moreover, no acts of God or similar factors will excuse lateness.

**MODIFICATIONS AND WITHDRAWALS OF OFFERS:**

Proposals may be withdrawn in writing at any time prior to the due date and time. A proposal may also be withdrawn in person by a proposing firm, provided the withdrawal is made prior to the due date and time. The proposing firm must sign a receipt of withdrawal. No proposal may be withdrawn after the due date unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date and time. BATA shall require proof of agency from person withdrawing the proposal.

## **PROPOSAL EVALUATION FOR AWARD:** (for RFP)

The responder's proposal will be evaluated using the selection criteria listed below in order of importance. All proposals shall be subject to an evaluation by the Selection Committee that will consist of the Business Development Director, Fleet & Facility Manager and a member of the IT Committee for the purpose of selecting the respondent with whom a contract will be executed. Representatives from the firms achieving the highest scores in a competitive range will be invited to meet via conference call or in person with the Selection Committee before the final decision is made. The interviews will be scored by the demonstration that is given by the vendor to showcase their product. There will be 10 points available based on the presentation of the product that best fits BATA's need. BATA reserves the right to reject any and all proposals in whole or part if in the judgment of the Selection Committee, the best interest of all parties will be served. BATA reserves the right to award to other than the lowest cost proposal. The criteria and the percentage of their importance in making the selection are:

**Quality & durability of construction – 30 points:** The quality and durability of each prospective responder's product will be evaluated for quality and be durable enough to withstand commercial use.

**Compatibility with existing equipment – 30 points:** The proposals will be evaluated based on the product's seamless integration with existing vehicle components and compatible with future and existing bus technology systems.

**Price – 20 points:** Proposals will be evaluated using a formula. Lowest submission divided by submission being evaluated multiplied by the 20 points available = Points awarded

**Capability and qualifications – 10 points:** The ability of the prospective responders will be evaluated under the terms of the RFP, relative to having a staff with the qualifications needed to successfully complete the project and provide continued support.

**Prior experience – 10 points:** Qualifications of the proposed responders will be measured by experience with particular reference to experience on projects similar to that described in the scope of work. Evaluation will be based on samples of work and explanations of similar products offered to clients that yielded results and demonstrations of measurable impact of the bidder's work.

### **DURATION OF CONTRACT:**

Work specified in this contract is to be completed by December 30, 2014 with an anticipated start date of August 1, 2014. A signed MDOT-approved third-party contract will serve as the notice to proceed with the project.

### **TERMS OF PAYMENT:**

Vendors will clearly outline deliverables, timeline and associated costs. BATA will pay for this project on a lump sum basis when the products have been delivered and installed to specifications. No payment will be submitted to the State of Michigan for reimbursement until BATA verifies the products meet the RFP specifications or sufficient progress on project matches milestones.

The winning responder will submit an invoice to: Kurt Braun, BATA Fleet and Facilities Manager, 3233 Cass Rd., Traverse City, MI 49684. Upon acceptance, BATA will place a request to the State of Michigan which will take a minimum of forty-five (45) days to be processed. No payment will be made by BATA until the reimbursement check is received by the finance department of BATA. All invoices shall be itemized.

### **SUBMISSION PROTESTS:**

All protests pertaining to the submission award shall be addressed in writing to BATA within five (5) days following the deadline for the submissions. BATA will review protests and respond within ten (10) days of receiving the submission protest. BATA is the final arbitrator on any dispute pertaining to submission proposals, submission forms, and submission awards. This "disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law. Submission protests shall contain the following:

- a) The name and address of the protestor
- b) Identification of the project
- c) A statement of the grounds for the protest and any supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest may be permitted only at the sole discretion of BATA.
- d) The relief desired of BATA



## **CANCEL SOLICITATION:**

BATA reserves the right to waive any informality in the request for proposals; to reject any or all proposals; and to make any award which it considers to be in its best interest. BATA reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

## **SECTION IV**

### **INDEMNITY PROVISIONS**

The bidder shall indemnify, defend and hold harmless BATA's, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a) The product provided, performance of the work, duties, responsibilities, actions or omissions of the responder
- b) Breach by the responder or any representation of warranty made by the responder in the contract
- c) Occurrences that the responder is required to insure against as provided for in the contract
- d) Death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the responder, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage
- e) Any claim, demand, action, citation or legal proceeding against BATA, its employees and agents which results from an act or omission of the responder or any of its subcontractors in its or their capacity as an employer or person

### **OPTIONS:**

#### **Option For Increased Quantities**

BATA may increase the quantity of systems called for in the contract by up to thirty (30) units at the price quoted in the RFP. BATA may exercise the option by giving written notice to the

bidder for a period through December 31, 2015. Delivery of the added items shall continue at the same rate as the like items called for under the contract.

## **SECTION V**

### **CHANGES CLAUSE:**

BATA reserves to right to make changes as long as the changes do not constitute a cardinal change, in designated areas, within the general scope of the project, to be followed by such equitable adjustments in the price and delivery schedule as the changes make necessary.

### **TERMINATION FOR DEFAULT AND CONVENIENCE:**

BATA may at any time and for any reason terminate responder's services and work at BATA's convenience. Upon receipt of such notice, the responder shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.

Upon such termination, the responder shall be entitled to payment only as follows: the actual cost of the work completed in conformity with this Agreement. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to bidder prior to the date of the termination of this Agreement. Bidder shall not be entitled to any claim of lien against BATA for any additional compensation or damages in the event of such termination and payment.

### **INSPECTION:**

Final inspection and acceptance of all work, reports, performance, and other deliverables required under this contract shall be performed at the place of delivery by the Contracting Officer.

### **ASSIGNMENT:**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

**IMPACT OF FEDERAL, STATE AND LOCAL TAXES:**

BATA is exempt from Federal, State, and local taxes. BATA will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

**EXCUSABLE DELAY:**

The responder shall be excused from performance under this contract for any period that they are prevented from performing any services as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their control.

**DISPUTES:**

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation within 30 days of receipt of a written "invitation to negotiate", the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.

**GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan except for matters arising from or concerning indemnification.

**EXAMINATION OF RECORDS:**

The respondent who is awarded the contract agrees that the auditor of BATA or an authorized representative from the State of Michigan shall have access to, and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to orders, invoices, or payments of this contract. All records relating to the awarded contract shall be retained for three (3) years after the date of final payment or completion of any required audit. Compliance with this clause does not relieve a bidder from retaining any records required by other laws or regulations of federal, state, or local government units.

## **SECTION VI:**

See Attachment A- Michigan Department of Transportation 3165 (01/13) Materials and Supplies Less than \$100,000 clauses that will have to be adhered to and signed if you firm is chosen as the selected vendor to complete this project.

See Attachment B- Bus Specifications List