

Addendum 2 (7-26-17): Calendar

Request for Proposals (RFP) Eden Prairie Garage Floor Repairs

This Addendum 2 deletes pages 1, 3, 4 and 7 and replaces them with the attached pages 1, 3, 4 and 7 correcting the calendar process.

Corrections are in yellow.



REQUEST FOR BIDS (RFB) EDEN PRAIRIE GARAGE FLOOR REPAIRS

For

SouthWest Transit (SWT)

13500 Technology Drive

Eden Prairie, MN 55344

Issue Date: July 20, 2017

Mandatory Pre-Bid Conference: July 24, 2017, 10:00 a.m. Central Daylight Time.

Bids due: August 9, 2017 by 10:00 a.m. Central Daylight Time.

Bids received late, for any reason, will not be accepted.

INSTRUCTIONS FOR PREPARATION OF BIDS

1. REQUEST FOR BIDS

SWT is requesting bids from qualified bidders for floor repairs of the Eden Prairie Parking Garage located at 14405 West 62nd Street, Eden Prairie, MN 55346. Plans and specifications may be examined and secured on or after July 20, 2017 and may be viewed by going to the SWT web site at swtransit.org/about/bids.

Failure to follow these instructions and requirements may result in the rejection of your bid. SWT is not responsible for any costs incurred by prospective bidders in the preparation and presentation of their bids. The entire RFB and the plans and specifications must be used by bidders in preparing their bids. SWT does not assume any responsibility for errors or misinterpretations resulting from use of an incomplete set of these documents by a bidder.

A **mandatory** pre-bid meeting will be held at 10:00 a.m. on July 24, 2017 at SouthWest Transit's Eden Prairie Garage located at 14405 West 62nd Street, Eden Prairie, MN 55346.

Bids must be submitted on the Bid Form attached hereto as Attachment A: Bid Form. Bids must be accompanied by a certified check made payable to SWT, or a corporate surety bond in the form attached as Attachment B: Bid Bond Form made in favor of SWT in an amount of Five Percent (5%) of the bid amount.

Questions regarding the bidding documents must be either asked at the pre-bid meeting or be submitted in writing by 4 PM (CDT) on July 31, 2017 to:

Patrick Lewis
Walker Parking Consultants
1660 South Highway 100, Suite 545
Minneapolis, MN 55416
Email: patrick.lewis@walkerrestoration.com
Telephone: (952) 595-9116

All questions will be answered in a written addendum.

To be considered, **One (1) original and Four (4) photocopies of the sealed bid** must be received by 10:00 a.m. Central Daylight Time on **August 9, 2017**. All bids must be sealed and marked "***Bid for Eden Prairie Garage Floor Repairs***". SouthWest Transit reserves the right to reject any or all bids submitted. Oral, facsimile, electronic-mail, telephone or telegraphic bids are invalid and will not receive consideration.

All bids must be addressed as follows: Mr. Jason Kirsch, Technology Specialist, SouthWest Transit, 13500 Technology Drive, Eden Prairie, MN 55344.

2. SWT'S RIGHTS

SWT reserves the right to cancel this RFB in writing or postpone the date and time for submitting bids at any time prior to the bid due date. SWT shall have the right to accept or reject any or all bids. SWT is not obligated to accept any bid and specifically reserves the right to reject any or all bids; to waive any or all

informalities or irregularities in the bids received; to investigate the qualifications and experience of any bidder; to reject any provisions in any bid; to modify RFB contents; to obtain new bids; to negotiate the requested services and contract terms with any bidder; and/or to proceed to do the work otherwise.

3. PROJECT TIME FRAME

<u>Project Milestones</u>	<u>Tentative Date</u>
Issue the RFB	July 20, 2017
Mandatory Pre-Bid meeting	July 24, 2017
Final questions due from bidders	July 31, 2017
Bids due to SWT	August 9, 2017
Notice of award	August 18, 2017
Contract begins	September 5, 2017
Substantial Completion date	October 20, 2017
Final Completion date	November 1, 2017

Completion dates for the project milestones in this section are tentative only and are subject to modification by SWT.

4. BACKGROUND

SWT was created in 1986 under a Joint Powers Agreement between the Cities of Chanhassen, Chaska and Eden Prairie to provide the three (3) cities with public transit service. SWT is governed by a seven (7) person commission (“Commission”). Each of the three cities has an appointed member as well as an elected official and the seventh member is a rider representative. SWT offers service to and from downtown Minneapolis, the University of Minnesota, Normandale Community College, Best Buy headquarters, and local malls, as well as service between Chanhassen, Chaska and Eden Prairie. SWT currently operates four major park and ride lots, including its main hub, SouthWest Station in Eden Prairie, Minnesota. SWT operates its service from its garage facility located at 14405 West 62nd Street, Eden Prairie, MN 55346. The work procured under this RFB is the repair of the floors of the garage facility located in Eden Prairie, where all buses are garaged.

More information about SWT can be found at www.swtransit.org.

5. RFB ADMINISTRATOR; BID QUESTIONS; ADDENDA

The RFB administrator for the Request for Bids is:

Patrick Lewis
Walker Parking Consultants
1660 South Highway 100, Suite 545
Minneapolis, MN 55416
Email: patrick.lewis@walkerrestoration.com
Telephone: (952) 595-9116

The RFB administrator shall serve as the contact person and will send and receive all communications regarding the RFB. **Bidders may be disqualified if any unsolicited contact related to this RFB is made with**

In accordance with Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, the contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

11. BID OPENING, CONTRACT AWARD, AND EXECUTION

Bid opening is to take place on **August 9, 2017** at 10:00 a.m. CDT at SouthWest Transit, 13500 Technology Drive, Eden Prairie, MN 55344.

The properly identified bids which have been received on time will be opened publicly and will be read aloud. A tabulation of the bids will be made available for public inspection.

During the initial review of bids, SWT reserves the right to request clarification of minor issues from any bidder to assure a complete understanding of the offer and to adjust any evaluations made with faulty or unclear information. Requests for any such clarifications will be initiated by SWT and may be addressed through telephone calls, correspondence, or meetings with a bidder and may be confirmed in writing.

The SWT Commission will determine which bidder is the lowest responsive and responsible bidder. SWT shall not have any obligation whatsoever until a contract is signed with the successful bidder and a written Notice to Proceed ("NTP") in the form attached hereto as Attachment E: Notice to Proceed is issued.

The bidder to whom SWT awards the contract shall sign and return the written contract to SWT. Upon receipt by SWT all required documentation and submittals, including certificates of insurance, an acceptable performance and payment bond in the form required herein, and the signed contract, SWT will issue a NTP.

12. ORGANIZATIONAL CONFLICT OF INTEREST

A. Definition of Organizational Conflict of Interest

An "organizational conflict of interest" exists when, because of existing or planned activities or because of relationships with other persons, a bidder is unable or potentially unable to render impartial assistance to SWT, or the bidder's objectivity in performing the contract work is or might be otherwise impaired, or the bidder has an unfair competitive advantage.

B. Warranty against Organizational Conflict of Interest

By submitting a bid, each bidder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest on this project with respect to the bidder. Provisions will be included in the contract for this project imposing continuing obligations on the successful bidder to disclose to SWT organizational conflicts of interest which may be later discovered and consequences which may arise from such a situation.