

# **REQUEST FOR BIDS**

**Mobile Charging Unit**

**RFB 2022-800.2**



**Northern Arizona Intergovernmental Public  
Transportation Authority**

**Flagstaff, Arizona**

**Issued: April 6, 2022**

**Deadline for Questions: April 20, 2022**

**Bids due by: April 27, 2022**

## **1.0 Introduction**

Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) provides fixed-route and paratransit service throughout Flagstaff, Arizona, operating nine (9) bus routes with a service span of 16 hours weekdays and 14 hours on weekends. Mountain Line maintains a fleet of 28 hybrid electric buses with 2 battery electric buses scheduled for delivery in late 2022. Mountain Line is seeking bids in the manner specified herein from an Independent Contractor to provide a mobile charging unit that can be easily moved around our property (by single person), capable of charging a battery electric bus (440kW battery) under 8 hours.

### **1.1 Scope of Service**

Mountain Line wishes to secure a mobile charging unit, including a warranty. The successful contractor will provide training material to ML; provide charger care and maintenance schedule; provide warranty on charger; and ensure Mountain Line staff understand the systems capabilities.

Bidder selection will consider best pricing, ability to charge our fleet in appropriate amount of time, and scalability as our fleet grows with battery electric buses.

### **1.2 RFB Information**

#### **1.2.1 RFB Timeline**

RFB Issued

Final Date for RFB Clarification Requests and /or Questions

Due Date for RFB

#### **1.2.2 Mountain Line Contact Persons**

All questions related to this RFB and the bid process must be sent via email and should be directed to:

**Heather Higgins, Purchasing and Contracts Officer**  
**Email: [purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov)**

### **1.3 RFB Registration**

In order to obtain information and/or register for this RFB a Respondent must register as a vendor on the following website:

<https://mountainline.az.gov/services-programs/purchasing/>;

The following information should be provided: company name, contact person's name, company, address, telephone number, and email address.

### **1.4 Submission Information Requirements**

Mountain Line reserves the right to accept or reject any or all Bids or any part of a Bid and to waive any informality and accept the most favorable Bid to meet the best interest of Mountain Line.

Bids must be in the actual possession of Mountain Line on or prior to the exact time and date indicated in section 2. Schedule of Events. Late bids will not be considered. Bids must be submitted via email to [purchasing@mountainline.az.gov](mailto:purchasing@mountainline.az.gov) with the following information in the subject line of the email:

- a. Solicitation Serial Number, as provided by Mountain Line
- b. Name of the Solicitation, as indicated by Mountain Line

A bid may be withdrawn upon the submission of written, signed request submitted by the Contractor prior to the due date and time. A bid may not be amended or withdrawn after the due date and time. Northern Arizona Intergovernmental Public Transportation Authority

A responsive Bid package includes the following:

1. A letter of transmittal by the person(s) with the authority to bind the Bidder, to answer questions, or to provide clarification concerning submitted Bids;
2. One (1) digital copy of the Bidder's technical specifications, including delivery information, agreement to scheduled requirements, and bid;
3. Completed W-9 with Vendor name and Tax Identification Number;

Per Mountain Line Purchasing Policy incorporating A.R.S. § 11-254.01, award will be made with reasonable promptness to the Bidder whose bid best conforms to the Scope of Work and will be most advantageous to Mountain Line with respect to price, delivery options, and other factors.

If Mountain Line is unable to successfully negotiate a contract with the highest rated Bidder, Mountain Line may, begin negotiations with the next highest rated Bid, cancel the RFB and re-solicit or completely cancel the RFB.

#### Proprietary Information

Any information contained in the Bid that the Bidder considers proprietary must be clearly identified as such. Mountain Line will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and any court rulings.

#### Late bids, Modifications, or Withdrawal of Bids

Any bid or modification of bids received at the Mountain Line office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person or by written request by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

## **1.5 Questions Concerning the Project**

### **1.5.1 Verbal and Written Questions**

Bidders must submit substantive questions, comments, and concerns **in writing** via email to the contact person identified above if they desire additional information on the project. Mountain Line will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions must be received no later than deadline defined in section 1.3.1. Questions will be answered in writing and distributed to all Bidders on the RFB distribution list. Questions should be addressed to the appropriate RFB contact person in section 1.3.2.

### **1.6 Protest Procedures**

Any Bidder objecting to the recommendation of award, rejection of a Bid, solicitation procedures of an RFB or any portion thereof, must submit a written protest to the Purchasing and Contracts Officer. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing and Contracts Officer within five (5) business days from notification of the recommendation. A complete description of the protest procedures may be found in Mountain Line Purchasing Policy. A copy of the Policy may be obtained by contacting the Purchasing and Contracts Officer, 928-679-8907, or on the Mountain Line website at <https://mountainline.az.gov/services-programs/purchasing/>.

## **1.7 Contract Obligations & Requirements**

### **17.1 Contract Obligations**

The contents of the RFB and the commitments set forth in the selected Bids shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted Bid and specifications for ninety (90) calendar days after the opening of the Bid.

The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether they are referred to by Mountain Line. The Bidder shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making Mountain Line a party of or to such subcontract, or subjecting Mountain Line to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful Bidder of liability and obligation under such party's contract with Mountain Line; and despite any such subletting; Mountain Line shall deal through the successful Bidder. Subcontractors will be dealt with as workers and representatives of the successful Bidder.

The contract award will not be final until Mountain Line and the successful bidder have executed a mutually satisfactory contractual agreement(s). No contract activity may begin prior to the execution of a contractual agreement between the successful bidder and Mountain Line.

If the successful bidder refuses or fails to execute the contract, Mountain Line may award the contract to another bidder whose Bids comply with all the requirements of the RFB and any addenda thereto.

Mountain Line reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.

All Bids may be rejected if the Board determines that rejection is in the public interest.

#### State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Arizona and to that end the contract shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

Mountain Line's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

#### Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

#### Single Bid Response

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

#### Interest of Members or Delegates to Congress

The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of this contract or to any benefit arising there from.

## **2.0 Instructions to Bidders**

See following page for table that must be included with submission.

## 2.1 Bidder Checklist

A. Transmittal Letter	
B. Complete Bidder Checklist Bidder must include this completed checklist	
C. Bidder Information (Attachment A, The Bid)	
D. Project Information (Attachment A, The Bid)	
E. Comparable Projects in Size & Scope (Attachment A, The Bid)	
F. Proposal Pricing (Attachment A, The Bid)	
K. Completed W-9 with Vendor name and Tax Identification Number (Exhibit A)	

## 2.2

### Agreement to Mountain Line RFB Requirements and/or Provisions Form (Attachment B)

Bidder should mark each applicable box and provide a detailed explanation of each exception in addition to approved or optional alternatives.

## 2.3 Pricing

The Bidder must submit a complete price Bid. Sufficient descriptions or narrative detail should also be provided so that Mountain Line may assess the reasonability of the price Bid and assure equal evaluation of all Bidders. Bidders who fail to provide sufficient detail or separately itemize expenses may be deemed non-responsive.

Bid price shall be F.O.B. Flagstaff, including delivery to Mountain Line using point, unless otherwise indicated in the Bid specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the excise tax excluded shall be stated by the vendor submitting the Bid. Bid prices shall be firm. All relevant state and local taxes shall be included in the final Bid amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Bidders are responsible for computing this tax and including it in the final Bid amount shown.

## 3.0 Evaluation Criteria

An evaluation committee established by Mountain Line will assess the Bids received. The committee may elect to award to a Bidder without further discussion, or may determine that no Bidder meets the needs of Mountain Line.

During the evaluation process and selection process, committee members may not disclose information from one Bidder to another Bidder. All information provided by Bidders shall remain confidential after the conclusion of the procurement process, to the extent possible by law.

An Evaluation Team will review and analyze each Bid. Bids will be evaluated and scored per the following criteria:

Max points \* Quality Level = Score

<b>Evaluation Factors</b>	<b>Max Points</b>	<b>Quality Level</b>	<b>Score</b>
<b>Charging time and ability</b>	40		
<b>Price</b>	30		
<b>Scalability to meet Mountain Line future charging needs</b>	30		
<b>TOTAL POSSIBLE</b>			<b>100</b>

The Quality Level will be based on the following scoring method:

<b>Quality Level</b>	<b>Points</b>	<b>Description</b>
Excellent	100%	Meets all requirements.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	50%	Does not meet all requirements; strengths and weaknesses do not offset one another equally.
Poor	25%	Serious doubt exists about ability to meet needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0	Will not meet minimum needs.

### **3.1 Selection Process**

The selection process will be conducted in a manner providing maximum full and open communication.

Based upon the completed evaluation in section 3.0, the evaluation committee will recommend which Bidder demonstrates the best value contracting opportunity for Mountain Line. In the event that the scores for two or more of the highest scoring Bids are within ten percent (10%) of one another, the evaluation committee will conduct interviews with all such Bidders to determine which Bidder demonstrates the best value contracting opportunity.

Mountain Line reserves the right to investigate the qualifications of all Bidders and to confirm any part of the information furnished by a Bidder, and/or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the Work.

### **3.2 Award**

After scoring is complete, the Project Manager will make contract recommendation to Mountain Line's General Manager and the Board of Directors for final award and contract authorization. At their discretion, the General Manager and/or the Board of Director's may choose to invite the recommended Supplier to provide additional information prior to award this RFB or authorizing a contract.

Mountain Line will not be deemed to have authorized a contract until Mountain Line and successful Supplier have formally executed a Contract.

**EXHIBIT A: VENDOR W9**

Form **W-9**  
 (Rev. November 2005)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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