



Request for Quote for Bus Shelters and Benches:

The Central Shenandoah Planning District Commission (CSPDC) manages the BRITE public transit system (the “BRITE Bus Transit Services”) which operates in the Staunton-Augusta-Waynesboro, Virginia area.

Purpose: This Request for Quote (RFQ) is to obtain pricing on the purchase of bus shelters and benches in support of the BRITE transit service. Five (5) shelters would be purchased initially, with the option to purchase up to five (5) more shelters and up to five (5) benches over the next three (3) years.

Inquiries and Submissions should be directed to:

Nancy Gourley, Transit Manager
Central Shenandoah Planning District Commission
112 MacTanly Place
Staunton, VA 24401

Phone: 540-885-5174
Email: nancy@cspdc.org

Instructions on Quote Submission: All Quotes must be received no later than 5:00 PM on Friday, August 3, 2018.

Inquiries: Any questions related to this request should be submitted by email to nancy@cspdc.org. The last date for receipt of questions is Friday, July 20, 2018 prior to 5:00 PM EDT. Answers and responses from CSPDC shall only be considered binding if in writing and provided by CSPDC. All questions and comments must be labeled “Written Questions – Request for Quotation for Bus Shelters and Benches” in the subject line. The CSPDC is not responsible for failure to respond to a request that has not been labeled appropriately. All questions which affect the nature of the scope of the RFQ, along with answers provided by the CSPDC will be provided to the proposers in writing by Friday, July 27, 2018.

Conditions: Any and all costs incurred in the preparation of this Quote will be the responsibility of the respondent and will not be reimbursed by the CSPDC.

Certification: All proposers are required to certify that they are not on any Commonwealth of Virginia or DOT list of ineligible proposers, and that the facilities to be used in the production or performance of this project have not been listed on the Environmental Protection Agency’s List of Violating Facilities.

Instructions to Submitters: Submissions should be addressed to Ms. Gourley, Transit Manager of the CSPDC, and may be mailed, or hand delivered, directed to the contact information at the beginning of this document. Quotes should be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Time and Date
Quote for Bus Shelters and Benches

It is the responsibility of the Offeror to insure that the proposal is received by the CSPDC, by 5:00 PM on August 3, 2018. Late submittals will not be considered.

Recommendation for Award: The recommendation for award will be made by the CSPDC based on the review of pricing assuming the full quantities as specified (for the initial five (5) shelters and up to five (5) shelters and five (5) benches); and not to exceed pricing for delivery to the BRITE Transit Facility.

Right to Reject: The CSPDC reserves the right to reject any and all responses received in response to this RFQ. A contract for the accepted submittal will be drafted based upon the factors described in this RFQ.

Small and/or Minority-Owned Businesses: Efforts will be made by the CSPDC to utilize small businesses, women and/or minority owned businesses. Respondent qualifies as a small business firm if it meets the definition as established by the Small Business Administration.

Notification of Award: It is anticipated that a decision to select a successful Quote will be made within two weeks of the closing date for receipt of Quotes. It is expected that the initial projected quantities will be purchased within twelve months of acceptance of quote, contingent on the availability of funding.

Proposals: All proposals must state the full and correct name, address, and capacity of the vendor. Each requested item (shelters and benches) should have their own line item describing the component(s) and pricing. If the bidder is an individual doing business under another name, the bidder shall so state. Partnerships, Joint Ventures, and Corporations shall sign as is appropriate for their type of business. CSPDC cannot accept any material marked confidential, trade secret or proprietary.

Scope of Services:

- a. Pricing is to be provided for five (5) 5' x 10' transit shelters, initially, and up to five (5) additional shelters over the next three (3) years. The shelter is to include ¼" clear tempered safety glass, 6 mm bronze PCSS barrel vault roof, dark bronze powder coated finish aluminum framing and a 6' bronze powder coated finish perforated metal bench with back rest and anti-vagrant bars. Shelter should include a display holder 24" square.***
- b. Additionally, pricing for up to five (5) 8 feet benches with perforated metal with back rest and anti-vagrant bars is to be provided, over the next three years. Complete description, specifications and drawings (not stamped) should be included with the price quotation.***
- c. Additionally, a projected - not to exceed price for shipping to the BRITE Transit Facility, 51 Ivy Ridge Lane, Fishersville, VA 22939 with capability to unload the shelters / benches should be included. A projected shipping cost for the initial five shelter purchase should be provided, and a second projected shipping cost per shelter, and per bench should be provided for future purchases.***
- d. Price quotations should not include assembly or installation of the shelter / benches.***

Section 5307 and Commonwealth of Virginia transit funding will be utilized for this purchase. Thus the clauses included in Exhibit 1 apply to the purchase, and receipt and compliance with these clauses is to be acknowledged in the submission of the proposal.

Exhibit 1 Required Clauses

The following Virginia State and FTA federal third party contracting provisions are applicable to this procurement and resulting contract.

The Virginia Public Procurement Act may be accessed at this link:

https://eva.virginia.gov/library/files/buyers/VPPA_2014.pdf

FTA contracting provisions are contained in Appendix D of FTA Circular 4220.1F, Third Party Contracting Guidelines.

http://www.fta.dot.gov/legislation_law/12349_8641.html

§ 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions.

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor of vendor.

§ 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

§ 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions.

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations and advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing

clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

§ 2.f No Federal Government Obligation or Liability to Third Parties (Use of Disclaimer).

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

§ 3.f Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

§ 10.a Access to Third Party Contract Records. Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Changes to Federal Requirements: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by

reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise. Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0 %. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CSPDC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CSPDC. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CSPDC and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- d. The contractor must promptly notify CSPDC whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CSPDC.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination for Convenience (General Provision) – The CSPDC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CSPDC and the Government’s best interest. The Vendor shall be paid for shelters / benches ordered, manufactured and delivered up to the time of termination.