

Request for Proposal

Bus Shelters



Deadline to Submit: 10:00 a.m. on JANUARY 9, 2023

SOUTH CENTRAL IL MASS TRANSIT DISTRICT

BUS SHELTERS

REQUEST FOR PROPOSALS (RFP)

Announcement: DECEMBER 7, 2022

Project Description: The South Central Illinois Mass Transit District (SCT) invites vendors to submit proposals for multiple bus shelters. SCT wishes to place the shelters along various deviated shuttle routes throughout its District and desires to purchase as many ADA accessible bus shelters as funding limits allow. The shelters should include benches, waste receptacles and (optional) solar lighting to provide a safer, more comfortable user experience.

The intent in soliciting proposals is to obtain cost savings and to allow for a competitive process while maintaining an acceptable level of quality.

Evaluation: This is a best value procurement and awards will be made on the combination of price and qualifications.

Proposal Deadline: 10:00 A.M. (local time) JANUARY 9, 2023

Proposal Request: All RFP documents should be submitted by email to the Director of Finance: vclift@southcentraltransit.org.

**INTERESTED SUPPLIER REGISTRATION FORM
REQUEST FOR PROPOSAL BUS SHELTERS**

IMMEDIATE NOTIFICATION TO THE SOUTH CENTRAL ILLINOIS MASS TRANSIT DISTRICT IS REQUIRED to ensure that every interested bidder receives subsequent updates, amendments, interpretations, and/or any addenda issued for this RFP. Failure to acknowledge subsequent updates, amendments, interpretations, and /or addenda requirements may result in a Proposal deemed non-responsive. See Bid Authorization/Acknowledgement of Addenda form that must be completed and submitted with the proposal that you provide to the South Central IL Mass Transit District.

Date December 7, 2022

To: INTERESTED VENDORS

Subject: BUS SHELTERS

This form must be completed and returned to Vicki Clift via email at vclift@southcentraltransit.org, or fax (618) 532-8078, as soon as possible with your complete contact information as follows:

Name of Interested Supplier's Firm _____

Name of Contact Person _____

Title of Contact Person _____

Street Address/PO Box _____

City, State, Zip _____

Telephone number _____

Fax number _____

E-Mail Address (MANDATORY) _____

Website Address _____

Date of Download _____

Thank you for your interest. We look forward to receiving your proposal.

Sincerely,

Vicki Clift

Director of Finance

SECTION 1: GENERAL BACKGROUND AND SCHEDULE

INTRODUCTION

SCT is a 6-county rural transit district that contracts with the State of Illinois to provide general public transportation to the citizens of its District. Service is offered through various means, including demand response, subscription and deviated fixed routes to allow our riders county-to-county travel. The bus shelters procured through this RFP will be utilized along various deviated fixed routes throughout SCT's district.

PUBLIC RECORDS

The documents submitted in response to this RFP should be considered public information and subject Freedom of Information Act disclosure. Restrictions on any information submitted will render a bid non-responsive.

SCT assumes no contractual obligation to enforce any exemption on behalf of a respondent to the RFP.

PROCUREMENT COORDINATOR

Upon release of this RFP, all communications concerning this proposal request should be directed to the Procurement Coordinator listed below. All written questions and requests for clarification must be received by the deadline on the RFP schedule listed below. Email shall have the subject stating "2022 Bus Shelters RFP". The respondent should rely only on written statements issued by the Procurement Coordinator.

Vicki Clift-Murray
South Central IL Mass Transit District
vclift@southcentraltransit.org

RFP SCHEDULE

SCT anticipates the following schedule, which is subject to change. Timing is critical, please identify concerns and specify any proposed changes to this timeline.

Date of Announcement	December 7, 2022
Deadline for Written Questions	December 16, 2022
SCT Responses to Written Questions	December 22, 2022
Deadline for Proposal Submissions	January 9, 2023

PROPOSAL SUBMISSION

Proposals must be submitted electronically. Electronic submittals and supporting documentation (Microsoft Word or PDF) must have the email subject line “2022 Bus Shelters RFP”.

Address proposals to: vcift@southcentraltransit.org

All opened proposals and accompanying documentation become the property of SCT. Late proposals will not be considered.

TERMS AND CONDITIONS

- SCT reserves the right to amend the RFP schedule or issue amendments to the RFP at any time. SCT also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item of combination of items. SCT reserves the right to request clarification of information from any Vendor or to request supplemental material deemed necessary to assist in the evaluation of the proposal. SCT reserves the right to accept any agreement deemed by the agency to be in its best interest. This RFP does not obligate SCT to accept or contract for any expressed or implied service.
- Although the contract will be executed by SCT, funding is being provided through the Illinois Department of Transportation (IDOT), Division of Public Transportation.
- Vendors will be required to comply with all applicable State of Illinois / IDOT Terms and Conditions.
- Vendors will be required to comply with all applicable Equal Employment Opportunity laws and regulations. Certified Disadvantaged Business Enterprises

are encouraged to participate in any procurement opportunity with SCT. SCT shall not discriminate on the basis of race, color, national origin, sex, or disability in the participation or performance of any resulting contract or agreement.

- In the event that the Vendor to whom any services are awarded does not execute a contract within thirty (30) calendar days after SCT contract award notification, SCT may give notice to such Vendor of intent to award the contract to the next most qualified Vendor or to call for new proposals and may proceed to act accordingly.
- SCT will not reimburse any Vendor for any of the costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.
- Vendor shall thoroughly examine and become familiar with these terms and conditions. The failure or omission of any Vendor to receive or examine this document shall in no way relieve any Vendor of obligations with respect to this proposal or the subsequent contract.
- SCT will consider using the Vendor's standard agreement pending review. Please submit your standard agreement with your proposal.
- All subcontractors, if any, used by the selected Vendor will require prior written consent of SCT and will be subject to all provisions stipulated in the Agreement.
- SCT is a tax-exempt entity.
- Vendors must register and possess a valid public contracts eligible bidder number from the Illinois Department of Human Services (IDHR) in order for a bid to be considered. For instructions to obtain an IDHR number, please access the following link <https://dhr.illinois.gov/public-contracts.html> .

SECTION 2: SCOPE OF WORK

PROJECT DESCRIPTION

SCT is seeking proposals from qualified vendors with high quality, durable products in order to purchase ADA accessible bus shelters measuring 10' x 5' (approximate size). These are to be perforated metal, poly-hip roof, three-sided transit shelters, attached 44" to 48" inch vagrant resistant bench with backrest, attached 20-gallon (min) waste receptacle with rain shield/covering, and **with the option** of roof mounted solar LED lighting package with dusk to dawn capability and minimum five (5) day battery backup. A sample diagram of a bus shelter has been included in this RFP to demonstrate the type of structure desired (see page 17).

All metal components are to be powder coated paint RAL color 5002. All products must be delivered within 180 days of award of contract and the issuing of a purchase order for the project amount. **SCT plans to use its own forces to complete installation. Proposals should contain detailed installation instructions.**

SHIPPING AND DELIVERY

All shelters and associated components are to be shipped to:

South Central Transit
1616 East McCord Street
Centralia, IL 62801

Price of delivery must be included with the bidder's response as a separate line item. Bidder assumes all risks for shipping. Shelter items or kits damaged (with photos of damage upon receipt of shipment) in transit shall be returned to the bidder at their cost. Bidder shall assume cost and responsibility of replacement of and shipping of damaged item(s).

SECTION 3: PROPOSAL EVALUATION

GENERAL INSTRUCTIONS

Proposals should provide a straightforward, concise description of the Vendor's qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Please provide a narrative statement of your proposal indicating, through the use of drawings, diagrams, photographs or other material, the way in which you propose to satisfy the requirements outlined in the Scope of Work in Section 2. Include descriptions of prior or present transit related projects, including contact information for the referenced projects.

NOTIFICATION AND SELECTION PROCESS

The process for selecting the Vendor is as follows:

1. Proposals will be evaluated based on the following scale

CRITERIA	WEIGHT
Design, Quality & Durability of Construction	40%
Ease of Installation & Mobility	30%
Cost Proposal	20%
Prior Experience, Capability & Qualifications	10%

-Design, quality & durability of construction: The quality and durability of each prospective responder's product will be evaluated for quality and durability.

-Ease of Installation & mobility: The proposals will be evaluated based on ease of installment of the products proposed. From time to time, shelters may need to be relocated. The proposals will be evaluated for a solution that allows for mobility between different sites.

-Prior experience, capability and qualifications: Qualifications of bidders will be measured by experience with projects similar to that described in the scope of work. Evaluation will be based on samples of work and references of clients listed in the proposal.

2. Discussions may be conducted with the most qualified Vendors for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Revisions may be permitted after submissions, and prior to award, for the purpose of obtaining best and final offers. The committee will rank the finalists and will be responsible for negotiating a firm contract price with the highest ranked respondent. If no agreement can be reached, negotiations may begin with the next ranked respondent.

3. Should the selected Vendor and SCT be unable to agree to the terms of a contract within thirty (30) calendar days after SCT approval, SCT reserves the right to disqualify the Vendor and select another qualified Vendor. Should this process not result in a successful contract, the RFP may be reissued.
4. SCT agrees to make a good faith effort to contract with small, minority, and women owned business enterprises. Accordingly, SCT strongly encourages small, minority, and women owned businesses to reply to this RFP and submit certification(s) as an attachment to this RFP.

SCT will contract with the party that will best accomplish the project objectives for the best value and in the best interests of the Agency.

SECTION 4: DISTRICT & STATE REQUIRED CLAUSES

TERMINATION

SCT may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to SCT, the Contractor will account for the same, and dispose of it in the manner the SCT directs.

LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

METHOD OF PAYMENT

The Contractor shall submit an invoice for payment at the time of delivery of the bus shelters, but no later than 30 days after delivery. Payment will be made within 30 days of SCT's acceptance of the equipment. SCT shall notify the Contractor within ten (10) working days after delivery of the acceptance or non-acceptance of the equipment. Upon acceptance of the equipment and receipt of the invoice, the invoice shall be paid within two (2) weeks. The maximum compensation to be paid shall be the bid amount, plus or minus changes approved by SCT.

CONTRACT PERIOD

The contract(s) resulting from this RFP shall begin at the time of award notification(s) and all equipment procured through this solicitation shall be delivered no later than October 31, 2023.

FINANCIAL ASSISTANCE ACKNOWLEDGEMENT

Contracts resulting from procurement solicitations are subject to financial assistance agreements between SCT, the Illinois Department of Transportation, and/or the United States Department of Transportation.

PROHIBITED INTEREST OF LOCAL OFFICIAL

No member, or officer, or employee of SCT, or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

CONTRACT CHANGES

Any proposed change in this contract shall be submitted to SCT for its prior approval.

SUBCONTRACTS

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of SCT. All such subcontracts and agreements shall be approved by SCT.

VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor must provide proof of Registration with the Illinois Department of Human Rights.

ASSIGNMENT

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of SCT. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. SCT reserves the right to accept or reject any such assignment, although SCT acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

RETENTION OF RECORDS

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following SCT's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that SCT or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

GOVERNMENT INSPECTION

The Contractor shall permit the authorized representatives of SCT, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by SCT, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

INSURANCE

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to SCT.

All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Illinois and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name SCT as additional insured on General, Business Auto and Excess Umbrella liability policies by endorsement to the policies. Insurance policies shall be endorsed to give SCT 30 days written notice (10 days in case of Workers Compensation) of cancellation for any reason, non- renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, SCT retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Auto policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to SCT within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by SCT. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to SCT. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of SCT or its representatives.

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to SCT and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required. The selected Contractor shall obtain and keep in force, at its own expense,

during the full term of any subsequent contract or agreement the following insurance coverage:

A. **Statutory Workers' Compensation and Employer's Liability Insurance**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (policy limit)	\$500,000
Bodily Injury by Disease (each employee)	\$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

B. Vehicle Liability Insurance - either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Owned, Hired or Non Owned (per accident)	\$1,000,000
Medical Payments (each person)	\$ 5,000
Comprehensive (\$5,000 deductible – maximum)	Actual Cash Value
Collision (\$5,000 deductible – maximum)	Actual Cash Value

C. Comprehensive General Liability Insurance – (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Payments – any one person	\$ 5,000

PROTEST PROCEDURES

Protests must be filed in writing within five (5) working days of the award notification. All protests must contain the following information: 1) Name of protester; 2) Solicitation number; 3) Statement of grounds for protest; 4) all supporting documentation. All protest documents should be sent to the Managing Director at SCT, 1616 E. McCord Street, Centralia, IL 62801.

The Managing Director will review the Bidder's protest and make a determination. The protesting Bidder as well as all other registered Bidders will be notified by certified mail of the Managing Director's decision within five (5) working days of receipt of the protest.

If the protesting Bidder wishes to appeal the Managing Director's decision, he/she must file an appeal in writing to the Chairman of the Board of Directors at the address given above within five (5) working days of initial decision. The Board of Directors will make a determination on the appeal at its first regularly scheduled meeting following the receipt of the appeal.

The Illinois Department of Transportation will entertain a protest of this final decision only under the following three conditions: 1) if the grantee failed to have or to follow its protest procedures; 2) if the grantee failed to review a complaint or protest; and 3) if data becomes available that was not previously known, or there has been an error of law or regulation.

These protest procedures will be followed unless the individual specifications/bid package indicates otherwise.

COST PROPOSAL FORM – BUS SHELTERS

Vendors should complete the following form and submit it with their proposals. Vendors may replicate this form and include additional details.

<i>Qty</i>	<i>Description (List)</i>	<i>Cost</i>	<i>Notes</i>
1	Bus Shelter Cost		
1	Spare Equipment Cost (specify)		
1	Warranty Costs		
1	Optional – Solar Lighting Package		
1	Shipping & Delivery		
1	Misc Costs (Specify)		
	TOTAL	\$	

BID AUTHORIZATION / ACKNOWLEDGEMENT OF ADDENDA

THE UNDERSIGNED agrees to be bound by all applicable state laws and regulations, the accompanying specifications and the SCT's policies and procedures. And further agrees to be bound by amendments to the same.

THE UNDERSIGNED, by submitting a Bid, represents that:

- a. The submitting Bidder/Vendor has read and understands the requirements of the RFP and agrees to comply with all state rules and regulations applicable to this RFP.
- b. Failure to comply with any terms of the RFP may disqualify the submitting Bidder/Vendor as non-responsive.
- c. The price, terms, and any other conditions quoted will remain valid for a period of 90 days from the due date of this RFP.

THE UNDERSIGNED certifies that this bid has been derived independently and is submitted in the spirit of free and open competition, without limiting characteristics or influence.

THE UNDERSIGNED certifies that all addenda to this Invitation for Bids have been received and duly considered, with evidence of receipt as follows:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

WE, THEREFORE, OFFER AND MAKE THIS BID TO SUPPLY BUS SHELTERS:

Name of Individual / Interested bidder

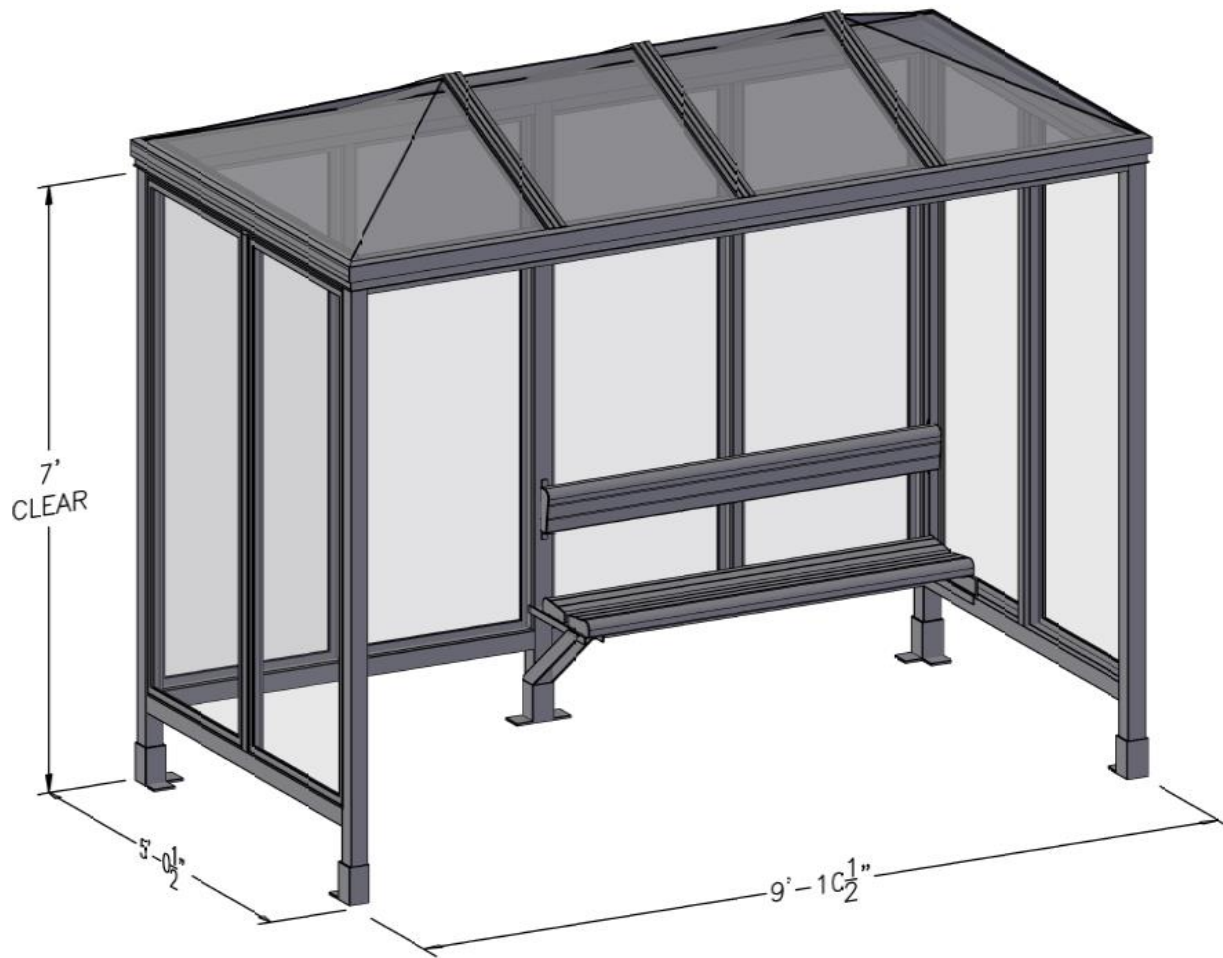
Address, City, State, Zipcode

_____ Telephone Number	_____ Fax Number
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_____ Email Address	_____ Federal Tax ID Number (FEIN)
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_____ Signature of Authorized Official	_____ IL Dept of Human Rights number (required)
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Printed Name of Authorized Official



VENDOR CHECKLIST

This form must be completed and returned with the Proposal. Failure to return this form may be cause for considering your Proposal non-responsive.

	Vendor Check-Off	SCT Check-Off
Proposal Requirements	_____	_____
Technical Proposal	_____	_____
Experiences & References	_____	_____
Cost Proposal Form	_____	_____
Acknowledgement of Addenda	_____	_____