



Ark-Tex Council of Governments

Request for Proposals

Bid No. [17-001]

Bus Stop Passenger Shelters

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1.0 General Information

1.1 Solicitation Description – General Scope of Work

The Ark-Tex Council of Governments (ATCOG) provides public transportation services in the the nine (9) Counties in NE Texas, including Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus. ATCOG has authority over demand response, fixed-route and paratransit public transportation services. ATCOG/TRAX Transportation operates M-F from 7:00am – 5:00pm for Demand Response Service and 6:30am – 6:30pm for fixed-route and paratransit. There is no service on Saturday or Sunday.

This solicitation is to purchase up to ten (12) large bus passenger shelters over a three (3) month period. Furthermore, ATCOG may exercise an option for the purchase of up to twenty (20) additional large bus shelters at the same per unit charge within the next two (2) year period.

The specifications detail the minimum acceptable requirements for bus passenger shelters, which will be used to shield bus passengers from harsh weather conditions. The shelters must be designed with the comfort and safety of passengers in mind and be low maintenance. These shelters are to have an aesthetic appearance as described in this request. See Section 4, Scope of Work/Technical Specifications, for more details.

1.2 Solicitation Schedule

Activity	Date
1. RFP Released	September 19, 2017
2. Advertised in Local Media (1 st publication)	September 24, 2017
3. Advertised in Local Media (2 nd publication)	October 1, 2017
4. Non-Mandatory Pre-Proposal Conference	October 16, 2017
5. Deadline for Submission of Requests for Clarifications, Changes and Approved Equals	October 16, 2017
6. ATCOG's Response to Requests for Clarifications, Changes and Approved Equals	October 18, 2017
7. Protest Before RFP Due Date	October 13, 2017
8. Proposal Due	October 23, 2017
9. Winning bidder announced	October 27, 2017
10. Contract Executed	

Note: Contract award dates are subject to change.

2.0 Instructions for Preparing Proposals

2.1 Proposal Format

Proposals shall be prepared, submitted and considered by the following instructions. Proposals shall be typed and submitted on 8 ½” x 11” standard size paper. Proposers should use the following checklist in preparing their response to this RFP. **THE FOLLOWING ITEMS AND FORMS MUST BE SUBMITTED WITH EACH PROPOSAL. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

- Letter of Transmittal
- Statement of Proposer
- Passenger Shelter Drawings
- Sample Installation/ Maintenance Manuals
- Pricing Proposal
- Affidavit of Non-Collusion
- Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
- Buy America Certification
- Lobbying Certification
- Addenda Acknowledgment (if any)
- Proposal Item Clarification
- Required License (if any)
- List of Subcontractors
- References

2.2 Instructions to Proposers

For a Proposal to be considered, the Proposal must be in accordance with these “Instructions to Proposers”.

- 2.2.1** Proposals must be made upon the forms provided and all the blank spaces must be completed, the signature shall be longhand, and the completed form must be without interlineations, alterations or erasures.
- 2.2.2** The ATCOG confirms that there is no state or local taxed applicable to this contract. The ATCOG certificate number is [1-75-1293383].
- 2.2.3** The Proposer must be a person, firm or corporation that has the resources and contractual arrangements necessary to assure delivery of new passenger shelters as required in this RFP. The Proposer must also have the necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time frames.
- 2.2.4** A Letter of Transmittal shall include the general qualifications of the Proposer as related to the requested goods, and a brief description of understanding of the project. Included should be a brief description of the local and/or national facilities of the Proposer for use in completing this contract.
- 2.2.5** Proposers shall submit a list of at least three properties in the United States to which Proposer has supplied similar passenger shelters. Such list must indicate the client, contact person, telephone number and email address and should cover the last twenty-four (24) months the Proposer has been in business. The Proposer shall include the completed “References” form (Exhibit F) as part of the Proposal. Proposers must have a minimum of five (5) years experience in bus passenger shelter manufacturing.
- 2.2.6** Proposers shall submit two (2) samples of installation and maintenance manuals for review.
- 2.2.7** Proposers shall complete and include the pricing proposal form (Section 5).
- 2.2.8** A Proposer who fails or refuses to complete and return the applicable attachments shall be deemed non-responsive and will not be awarded the contract. Please refer to the Proposal submittal checklist found in this section of the Solicitation Documents.
- 2.2.9** Proposers are required to complete and submit all applicable forms and certifications. This includes all applicable forms and certifications, the Debarment Certification and the Buy America Certification. Failure to accurately complete and submit these forms will result in the Proposal being rejected.

- 2.2.10** Proposers shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, and standards of orders of public authority. If the contract documents are at variance with the above, appropriate modifications shall be made by ATCOG. Omission of applicable laws, ordinances, rules, regulations, standards or orders by ATCOG in the contract documents shall be construed as an oversight and shall not relieve the Proposer from his/her/its obligations to meet such fully and completely. Upon request, the Proposer shall furnish ATCOG certifications of compliance with such laws, orders, and regulations. The Proposer shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.
- 2.2.11** All change orders shall be written. Any proposed change in the contract shall be submitted in writing to ATCOG for its prior written approval. The Proposer shall be liable for all costs resulting from and or for satisfactory correcting any specifications change not properly ordered by written modifications to the contract and signed by ATCOG.
- 2.2.12** In the event of delay in the acceptable completion of the passenger shelters beyond the time limit specified in the **Subsection 1.2**, and not subject to the “unavoidable delays” clause, ATCOG shall assess as liquidated damages (\$20.00 per calendar day) for each calendar day beyond the specified completion date. These damages shall be deducted from any monies due or which may thereafter become due to the Proposer under the contract.
- 2.2.13** Should a Proposer find discrepancies in or omissions from the documents, or should the Proposer be in doubt as to their meaning, the Proposer shall at once notify ATCOG.
- 2.2.14** All product information, explanations, comments, calculations or descriptions must be in sufficient detail to allow ATCOG to understand the nature of the topic without excessive use of “jargon” or industry-specific terms.
- 2.2.15** Proposer may submit to ATCOG requests for approved equals, clarifications and changes on items that have been included in the specifications or on any addenda to the specifications. Any such request must be received by ATCOG, in writing by [seven calendar days before the bid opening day] (form attached as Exhibit I). Any requests for protest must be received by ATCOG, in writing not less than 10 calendar days before the date of the scheduled proposal opening. Any request or protests must be fully supported with technical data, test results, or other information as evidence that the substitute offered is equal to or better than that required or as evidence that the protests should be upheld. ATCOG shall make a determination of each Proposer’s request under this procedure in writing.
- 2.2.16** Proposers may provide alternative design if the Proposer can show how this would better serve the operations requirements, and/or provide lower overall cost while still maintaining all operations requirements herein. The alternative designs must be approved by ATCOG prior to Proposal submittal.

- 2.2.17** No increase in cost or extension in performance time will be considered for failure to know the conditions to be encountered as to the character, quality, and quantity of the materials to be furnished, and as to the requirements of the specifications.
- 2.2.18** ATCOG is not responsible for Proposers' expenses associated with proposal preparation and other costs incurred.
- 2.2.19** Any addenda issued during the time of proposing shall become part of the Proposal. Signed copies of all addenda issued to prospective Proposers shall be included with Proposal. Failure to include signed addenda may be considered grounds for rejection of the Proposal.
- 2.2.20** Only written Proposals will be accepted. No oral, telephonic, fax or electronic proposals, or modifications to proposals, will be considered. The Proposers shall assume all responsibility for the accuracy of any Proposals and modifications.
- 2.2.21** Proposers may withdraw their Proposals before the time fixed for submittal of Proposals. No Proposals may be withdrawn within a period of ninety (90) calendar days after the proposal due date and then only in case the award of the contract has not been made. ATCOG reserves the right to hold the Proposals for ninety (90) calendar days before awarding the contract.
- 2.2.22** ATCOG reserves the right to reject any or all Proposals or options, or any portion or combination thereof, or accept any Proposal deemed by ATCOG to be in the best interest of ATCOG. ATCOG also reserves the right to waive any irregularities and/or informalities with the Proposal submittals.
- 2.2.23** If only one Proposal is received in response to this RFP, a detailed cost/price proposal shall be requested of the single Proposer. A price analysis and evaluation and/or audit may be performed of the price proposal to determine if the price is fair and reasonable.
- 2.2.24** No contract shall be considered effective until the final agreement has been executed by all parties thereto.
- 2.2.25** The work to be performed under the contract shall be commenced after all executed Proposal documents have been submitted, and immediately following the issuance of the Notice to Proceed. Delivery and contract completion shall occur within 90 calendar days following the issuance of the Notice to Proceed. Proposals shall contain assurance that this schedule will be met.
- 2.2.26** If subcontractors are necessary to complete any functions of this requirement, the Proposer must list the names and business locations of any proposed subcontractors with the submitted Proposal sheets. ATCOG retains the right to review and approve any subcontractors proposed by the Proposer. Any approval of the subcontractor shall be

construed as ATCOG's consent to become a party of such contract, giving the subcontractor privity of contract with ATCOG, or subjecting ATCOG to liability of any kind to any subcontractor.

- 2.2.27** The contract for work under this Proposal will obligate the Proposer and subcontractors not to discriminate in employment practices pursuant to federal and state laws.
- 2.2.28** ATCOG shall in no event be liable to Proposer for special, contingent or consequential damages. ATCOG shall assume the risk of loss of the equipment upon acceptance. Prior to acceptance by ATCOG, the Proposer shall have the risk of loss, including any damages sustained during delivery.
- 2.2.29** All communications with ATCOG regarding this procurement shall be marked "RFP Bid No. [17-001], Bus Stop Passenger Shelters". Communications shall be in writing and may be delivered via mail or email. *No visits will be entertained.* Telephone calls may be used to expedite communications but shall not be considered official communications unless confirmed in writing. All communications with the procuring agency must be addressed to:

Nancy Hoehn
Ark-Tex Council of Governments
4808 Elizabeth Street
Texarkana, TX 75503
Phone: (903) 255-3553
email: nhoehn@atcog.org

Communications shall be considered received at the time actually received by the addressee or designated agent.

- 2.2.30** Disadvantaged Business Enterprise (DBE). ATCOG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 26, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. There is no DBE goal for this procurement.

2.3 Pre-Proposal Meeting

A non-mandatory pre-proposal meeting will be held at 11:00 a.m. CST on October 16, 2017 at ATCOG offices, 4808 Elizabeth Street, Texarkana, TX 75503.

2.4 Submittals

Proposals shall be addressed to Nancy Hoehn, ATCOG offices, at 4808 Elizabeth Street, Texarkana, TX 75503 and delivered to the ATCOG's Office located at 4808 Elizabeth Street or mailed to the address listed **no later than 2:00 p.m. CST on October 23, 2017**. Proposals shall be delivered sealed in opaque envelope. The outside of the envelope shall be marked plainly "Bid No. [17-001] Bus Shelter Bid 2017". No late Proposals will be considered.

3.0 Proposal Evaluation Process

3.1 Evaluation Committee

An Evaluation Committee will review Proposals based on the criteria outlined below. Selection of the most responsive Proposals will be made by October 27, 2017. ATCOG will negotiate a fixed cost contract with the successful Proposer.

Proposals will be reviewed, evaluated and ranked by the Evaluation Committee in accordance with criteria and procedures described in this section. The Evaluation Committee is composed of ATCOG staff members. Proposals will be publicly opened. All Proposals, evaluations, and the names of the Evaluation Committee members are considered confidential information during the procurement process and will not be released for any reason unless ATCOG is compelled to do so by judicial review. ATCOG reserves the right to request Proposers to provide missing information, make corrections, or provide additional information or clarification.

3.2 Evaluation Criteria

The selection of the successful Proposer will be based on the following criteria:

3.2.1 Design/Quality (40 Points)

- ✓ Compliance with all technical requirements
- ✓ Materials used
- ✓ Ease of assembly/maintenance

3.2.2 Firm and Experience (20 Points)

- ✓ Experience with similar projects
- ✓ Financial standing
- ✓ References

3.2.3 Reasonableness and Cost Effectiveness of Price Proposal (30 Points)

- ✓ Competitiveness of cost proposal
- ✓ Completeness and detail

3.2.4 Reasonableness of Schedule (10 Points)

- ✓ Total time allocated for each task is realistic

3.2.5 Manuals, Drawings, Specifications and Warranties (10 Points)

Notwithstanding the foregoing, ATCOG reserves the right to reject any and all Proposals, or parts thereof, whenever such rejection is determined to be in the best interest of ATCOG.

3.3 Award

Based on the evaluation of the Proposals received, ATCOG staff will initiate negotiations with the firm selected for negotiations. ATCOG reserves the right, if it is in the best interest of ATCOG, to negotiate with more than one firm and thereafter recommend award to the Proposer that offers the most favorable terms. The ATCOG Executive Board will award the contract.

ATCOG reserves the right to withdraw this RFP at any time without prior notice and makes no representation that a contract will be awarded to any Proposer. ATCOG also reserves the right to postpone the opening of Proposals for its own convenience, to waive any informality or irregularity in the Proposals received, and to reject any and all Proposals without indicating any reason for rejection.

3.4 Protest

Proposers may discuss the solicitation documents and specifications with ATCOG. Such discussion does not, however, relieve Proposers from the responsibility of submitting written, documented requests as required by these procedures.

Protests may be submitted regarding specifications or award. Protests must be submitted in writing. Contact ATCOG Executive Director, Chris Brown for more information.

4.0 Scope of Work/Technical Specifications

4.1 Introduction

It is the intent of this RFP to purchase up to twelve (12) large bus passenger shelters over a three (3) month period. Furthermore, ATCOG may exercise an option for the purchase of up to twenty (20) additional large bus shelters at the same per unit charge within the next two (2) year period.

The specifications detail the minimum acceptable requirements for bus passenger shelters, which will be used to shield bus passengers from harsh weather conditions. The shelters must be designed with the comfort and safety of passengers in mind and be low maintenance. These shelters are to have an aesthetic appearance that is traditional or historic in nature.

The work specified includes the design and delivery of passenger shelters, including frame, panels, roof, hardware, and benches with backrest, ad panel, waste receptacle and solar panel.

The successful Proposer shall furnish low maintenance shelters and related equipment as specified herein. All shelter components shall be delivered to and assembled in the installer's facility or on site location as determined by ATCOG. (Installer to be selected by ATCOG).

4.2 Design Criteria

The work specified includes the design and fabrication of bus stop passenger shelters, including frame with upgraded design elements, glazed wall panels (if selected), standing seam metal (or similar quality) roof, benches, waste receptacles, solar panels and ad panels as required.

The shelter shall consist of a structural aluminum frame, railings with pickets (or other upgraded design element), glazed wall panels (if selected), and standing seam metal (or similar quality) roof. The walls shall be glazed full height with ten inches (10 inch) ventilation space at the bottom (if selected). Benches shall be furnished as indicated. The shelter shall be fabricated in the minimum number of parts or sections which can be transported to each site in their preglazed sections.

The appearance of the bus passenger shelter shall be a traditional/historic design and open on one (1) side and closed on three (3) sides by railings or other upgraded design element (and glazing if selected), and allow clear visibility from the street. Conceptual drawings of a potential shelter designs are attached hereto as Exhibit J. **Materials shown in Exhibit J are for illustration purposes only; see sections below for specific materials. Proposers shall refer to the drawing(s) in Exhibit J for desired size, configuration and color scheme. Sizes may vary slightly to accommodate pre-manufactured designs and dimensions.** The roof design shall prevent snow accumulation and direct drainage away from the front of the shelter. The shelter shall consist of an approaching wall, back wall and downstream wall. The downstream wall will be fitted with an advertising panel. The shelter will be outfitted with a solar panel and a waste receptacle.

If glazing is selected, the back wall shall consist of multiple tempered safety glass panels. The approaching wall shall consist of clear tempered safety glass panels to allow the coach operator easy visibility into the shelter for awaiting passengers. The downstream wall shall consist of two (2) advertising panels with vandal-proof screws. Two (2) information display cases shall be mounted on the inside of the back wall. Each shelter will be supplied with a bench and backrest the full length of the back wall. The glass panels for the back wall, approaching wall shall be the same size and interchangeable.

Shelters must be capable of being stored and maintained without impairment resulting from the impact of the environment throughout the range of worst-case conditions as follows:

Ambient temperature: 30 to 120° F

Relative Humidity Range: 0 to 100%

The environment shall be considered to be that of the Dallas/Ft. Worth metropolitan region of Texas. It shall be considered to actively support all types of corrosive reactions on metals.

The shelters will be designed to meet the engineering standards of the International Building Code, unless otherwise specified herein. The shelters shall be fabricated by methods to provide for ease of erection. The frame shall be designed to be stable with or without wall glazing and roof structure. The shelter, including connections, components and anchorage, shall be tamperproof. Fasteners shall be stainless steel.

The shelter, including the structural frame, glazing and roof components, shall be capable of withstanding a wind load that meets or exceeds those requirements of the applicable local building codes. The roof shall be capable of supporting a uniformly distributed load of forty (40) pounds per square foot or a separate concentrated load of two-hundred (200) pounds placed at any location on the roof or fascia without permanent deformation.

There shall be no separation of joints, bonded surfaces or interfaces of any complete installed structure as a result of testing to meet the above requirement.

The workmanship must be of the highest quality and in all aspects conform to the best practices in the industry.

4.3 Design Requirements

Materials

All materials used in the construction of the shelter and all parts must conform in every respect to the American Society of Testing Materials (ASTM), or similar association standards. All shelters and their component parts shall be as corrosion and vandal resistant, maintenance free and waterproof as possible utilizing existing industry technology.

All materials used in the construction of the shelter must be durable and of first quality. The use of seconds is prohibited. Welding procedures, welding materials and qualifications of all welders must meet the standards of ASTM and the American Welding Society. All exposed welds will be ground smooth after welding to present a smooth quality workmanlike appearance.

All burr and sharp edges will be addressed in such a fashion as to prevent injury to all patrons.

All fasteners, such as pop rivets, driver rivets, Allen head screws, fittings and other miscellaneous parts, must be made from corrosion-resistant materials. Pop rivets used for holding glass frames shall be made of aluminum. Dissimilar metal connections must be provided with di-electric spacers to prevent corrosion due to galvanic actions. Fasteners must be of a type which cannot be loosened with readily available tools. No regular, Phillips, hex head, 5-square-head screws or bolts shall be used where exposed in the finished shelter. Fasteners must be flush with the surface connected.

Roof

The roof shall be completely factory assembled if roof is no larger than 15 feet (15') long by 7 feet – 6 inches (7'-6") deep. Roof fascia shall be 1/8 inches (1/8") extruded aluminum 6 inch (6") high of a metal specified by the Proposer. Fascia shall incorporate an integral gutter with 5/8 inch x 1 1/4 inch (5/8" x 1 1/4") weep holes in back of shelter for drainage.

The roof fascia shall have both corner keys and alignment plates secured with 3/16 inch (3/16") diameter rivets. Under no circumstances will corner keys be dependant upon mere pressure fit. Each corner key shall be secured with a total of six (6) rivets, three (3) on each face, through both the roof fascia and corner key. Rivet shall match the finish of roof fascia.

All components must interlock to form the basic perimeter of the roof assembly.

Frame

The frame shall be designed to be stable with or without wall glazing and roof components. The shelter, including connections, components and anchorage, shall be tamperproof.

All structural and framing members including the fascia shall be extruded aluminum of 6063-T52 alloy (or approved equal) with not less than 1/8 inch (1/8") in thickness, galvanized steel, or other proven material meeting the specifications. The framework shall be made up from the smallest possible number of components for economy and ease of replacement. All components shall be manufactured in close tolerances so as to permit interchangeability of parts.

All structural frame connections must be concealed and no surface shall require finishing after assembly and erection of the superstructure.

The structure shall have weep holes, if necessary, to assure drainage of condensation. Weep holes shall not be located above pedestrian access areas.

All vertical posts must be provided with an anchoring device at the bottom which allows the shelter frame to be set on sloping pavements without exposed shims or multiple base plates.

The frame shall be designed to be stable with or without walls. The shelter, including connections, components and anchorage, shall be tamperproof. The frame shall be made of metal tubing of not less than 1/8 inch (1/8") in thickness.

Maximum horizontal span of any panel shall not exceed 27 inches (27").

Shelter Panels (if Selected)

The tempered glass panels for back wall, approaching wall and downstream wall shall be the same dimension as specified. All glass panels shall be 1/4 inch (1/4") thick clear tempered safety glass. The perimeter of each glass pane is to be completely encased with a continuous strip of PVC dry set splines (or approved equal) before insertion into the frame. The strip shall be black in color. Hot or cold poured sealants will not be permitted. The glass shall fit snug into the frame so that it will not rattle or vibrate. Frames shall be made of stainless-steel. Frame shall be fastened to the main structure with a minimum of ten and a maximum of twelve 1/4 inch (1/4") aluminum pop rivets.

All wall sections shall have structural horizontal members along top and bottom edges. Horizontal and vertical mullions shall be factory attached directly to each other. The fasteners shall be completely hidden when shelter is field installed. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners.

Display case access will be tamper resistant and designed to be accessed from the side for easy insertion and removal of display inserts. The key or hex wrench used for opening the case will be provided to the ATCOG's Project Manager.

Advertising Cases

Advertising case shall be placed in the downstream wall. Cases shall be fitted to be backlit from dusk to dawn. Each case shall be aluminum framed; the inside frame dimension shall allow for a visual insert that is 48 inches (48") wide and 72 inches (72") high. Cases shall be accessed from the side-to-side materials into the case. All glass shall be 1/4 inch (1/4") thick clear tempered safety glass.

Case access will be tamper resistant and designed to be accessed from the side for easy insertion and removal of display inserts. The key or hex wrench used for opening the case will be provided to ATCOG's Project Manager.

Route Map Holders & Trash Receptacles

Shall be integral to the shelter and constructed out of the same quality material.

Anchors

The anchor bases shall be aligned parallel with the shelter wall and shall not protrude into foot traffic areas. Anchor flanges shall be aluminum with minimum height of 5 inches (5”) to provide up to 3 inches (3”) vertical adjustment for possible unlevel site conditions. All mounting hardware shall be factory supplied. All anchor components shall be package by the Proposer in a manner to avoid loss during shipping. ATCOG shall in no event be liable to Proposer for special, contingent or consequential damages. ATCOG shall assume the risk of loss of the equipment upon acceptance. Prior to acceptance by ATCOG, the Proposer shall have the risk of loss, including any damages sustained during delivery.

Legs will come with inner galvanized steel sleeves with galvanized base plated or approved equivalent. Legs shall be supplied with at least two (2) heavy-duty 3/8 inch (3/8”) non-corrosive concrete anchors and stainless steel drive screws. “J” bolt anchoring system is not acceptable.

Finish

The coating of all shelter components shall be resistant to vandalism, weathering and general wear and tear.

Except for concealed fasteners, all metal parts shall be protected with an appropriate undercoating and finished with a mar resistant, polyurethane coating.

The aluminum shall be lightly sandblasted and steam cleaned with a phosphorus etch otherwise properly prepared to remove all oxidation prior to applying a hard coat anodic film.

Roof shall be Black. Top and bottom colors shall be black anodized or approved equal.

Bench/Backrest

Each shelter unit shall be supplied with a bench and backrest as specified. Materials shall be extruded aluminum consisting of two (2) contoured sections for bench and one (1) section for backrest. Included shall be aluminum brackets and hardware. Bench/backrest shall be supported along inside for shelter back wall.

All vertical supports must be provided with an anchoring device at the bottom posts which allow the frame to be set on sloping pavements without exposed shins or multiple plates.

4.4 Design Submission

The shelter designs shall include drawings depicting concept designs including color rendering or photographs and set of architectural drawings including:

- ✓ Scale drawings of roof plan; wall panel plan front, side, and rear elevation
- ✓ Specifications and dimensions
- ✓ Specification of materials and finishes to be used and textures as specified
- ✓ Detailed method of installation instructions: include diagrams and weight
- ✓ Replacement part availability

4.5 Shelter Size

Minimum size of shelters shall be:

- Full-size Shelter: 5' - 0" x 10' - 0"

Proposals shall reflect a unit price for individual shelter purchased as needed. Proposers shall quote a minimum of twelve (12) shelters and a maximum of thirty (32) shelters in the Pricing Proposal form.

ATCOG reserves the right to increase or decrease the actual quantity purchased.

Pricing shall remain firm for the duration of the contract.

4.6 Replacement and Spare Parts

Replacement Parts

Replacement parts must be available for a period of five (5) years from the date of acceptance of the shelters by ATCOG.

Spare Parts Inventory

The Proposer shall provide a recommended, itemized list of the types and quantities of spare parts and any other items that are deemed necessary for maintenance of the passenger shelters.

4.7 Warranty

Shelters and related equipment shall be guaranteed against any defects in material and/or workmanship for one full year from time of delivery.

4.8 Delivery

Delivery shall be coordinated with ATCOG's Transportation Manager.

The successful Proposer must indicate the ship date from receipt of an order, including the shipping location, shipping method, transport carrier, and estimated shipping time to deliver the goods. In addition, the Proposer must indicate any special storage, handling, care, and preservation requirements.

Deliveries will be made to ATCOG at a location to be determined by ATCOG. Delivery must be made between 8:00 a.m. and 5:00 p.m. (CST) Monday through Friday, excluding holidays, unless other arrangements have been agreed to in writing. Deliveries shall be made by a means that does not require a forklift to unload the shelters.

Pricing Proposal

PROPOSAL

Proposal of [company name] of [street address, city, state, zip code] to furnish all goods and services necessary to complete the Bus Stop Passenger Shelters Project in accordance with the Instructions to Proposers, Proposal, Proposal Item Clarifications, Technical Specifications and Attachments, including any amendments or addenda to all these aforementioned documents, all of which are hereinafter referred to as the “Solicitation Documents”.

To: Ark-Tex Council of Governments– Transportation Dept. (ATCOG):

The undersigned, as Proposer, declares that this Proposal is made without collusion with any other person, firm, or corporation, that the Proposer has carefully examined the Solicitation Documents referred to and made a part hereof, and the Proposer proposes and agrees, if this Proposal is accepted, that the Proposer will contract with Ark-Tex Council of Governments, to furnish all services specified in the Solicitation Documents, in the manner and time prescribed and according to the requirements herein set forth, and that the Proposer will accept in full payment therefore per the above prices.

Firm Name: _____
Authorized Signature: _____
Title: _____
Date: _____
Phone Number: _____
Email: _____

5.1 Contents

The Pricing Proposal section will include all cost breakdowns associated with the proposal. This portion of the Proposal should be itemized as much as practical and organized in a clear and concise manner so that the Evaluation Committee can effectively and efficiently evaluate the Proposal. Proposal may list other costs under “other” category and itemize the costs.

Pricing Proposal			
Descriptions	Unit Price	Delivery Charge	Total
A. Quantity Unit Price – Provide a unit price for an estimated quantity of 12 shelters delivered one-time per year			
Full-Size Shelter without glazing			
Benches			
B. Non-Quantity Unit Price – Provide unit price for individual shelters ordered as needed			
Full-Size Shelter			
Spare Benches			
Spare Roof Panels			
Advertising Case			
Wall Glass Panel			
Clear Tempered Safety Panel			
Other Sizes			
Other			
Estimated delivery date of shelter from time of order _____			

Firm Name: _____
Authorized Signature: _____
Title: _____
Date: _____
Phone Number: _____
Email: _____

**Bid Form
 Bus Stop Passenger Shelters
 Ark-Tex Council of Governments
 Texarkana, Texas
 RFP No. 17-001**

Bid's submittal to Nancy Hoehn, ATCOG.

In compliance with the Invitation For Bid No. **17-001**, the undersigned Bidder having examined the Request For Proposal and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor, and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form.

The Bidder hereby acknowledges receipt of and agrees its Proposal is based on the following Addenda:

ADDENDA: #1 _____ #2 _____ #3 _____ #4 _____

Item	Qty	Unit of Measure	Description	Unit Price* Bid	Extended Cost	Delivery (days) after receipt of order	One set of mfr's repair and service manuals
			Full Sized Shelter including benches but without glazing (Base Bid)				

The Bidder also acknowledges that this Bid includes and option for up to an additional [], and that the option for additional passenger shelters can be exercised within five years of the Bid date.

* PRICE: F.O.B. ATCOG, Paris Texas

PAYMENT TERMS

Bidder offers a prompt payment discount of _____% for _____ calendar days, to apply after receipt of invoice of final acceptance of the services provided, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate Net 30 days; otherwise payment terms shall be Net 30 days and will be considered in the Proposal evaluation process.

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____, a partnership consisting of _____ or individual trading as _____ of the City of _____.

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

ATCOG policy states that no officer or employee of Ark-Tex Council of Governments can benefit from any contract, job, work, or service for ATCOG or be interested in the sale to ATCOG of any supplies, equipment, material, or articles purchased. Will any officer or employee of ATCOG, or member of their immediate family benefit from the award of this Proposal to the above firm? _____YES _____NO

M/WBE Firm _____ Woman _____ Black American _____ Native American
 _____ Hispanic American _____ Asian Pacific American _____ Other (Specify)

Exhibit A

Affidavit of Non-Collusion

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual, a partner in the Proposal (of the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals has been arrived at by the Proposer independently and have submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Request for Proposal, designed to limit independent Proposals or competition;
3. That the contents of the Proposal or Proposals has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Firm Name: _____

Authorized Signature: _____

State of _____

County of _____

This instrument was acknowledged before me on _____, 2017 by
_____, the _____ of
_____.

Notarial Officer

Exhibit B

Debarment Certification

**Certification Regarding Debarment, Suspension,
Other Ineligibility and Voluntary Exclusion**

State of _____

County of _____

I, _____ certify to the best of my knowledge and belief, that the proposer/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this Proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

Note: Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach and explanation to this Proposal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 2017.

Notary Public

Exhibit C

Buy America Certification of Compliance

TITLE 49--TRANSPORTATION

CHAPTER VI--FEDERAL TRANSIT
ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 661--BUY AMERICA REQUIREMENTS--SURFACE TRANSPORTATION
ASSISTANCE ACT OF 1982, AS AMENDED--Table of Contents

Sec. 661.6 Certification requirement for procurement of steel or manufactured products.

If steel or manufactured products (as defined in Secs. 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in Sec. 661.13(b) of this part.

Certificate of Compliance With Section 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date _____
Signature _____
Company Name _____
Title _____

Certificate for Non-Compliance With Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165 (b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Date _____
Signature _____
Company Name _____
Title _____

Exhibit D
Lobbying Certification

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Exhibit E
List of Subcontractors

List of Subcontractors

Name	Address	Contact Information
1. _____ _____	_____ _____	_____ _____
2. _____ _____	_____ _____	_____ _____
3. _____ _____	_____ _____	_____ _____
4. _____ _____	_____ _____	_____ _____
5. _____ _____	_____ _____	_____ _____
6. _____ _____	_____ _____	_____ _____
7. _____ _____	_____ _____	_____ _____
8. _____ _____	_____ _____	_____ _____
9. _____ _____	_____ _____	_____ _____
10. _____ _____	_____ _____	_____ _____

Exhibit F

References

List of References

Name	Address	Contact Information
1. _____ _____	_____ _____	_____ _____
2. _____ _____	_____ _____	_____ _____
3. _____ _____	_____ _____	_____ _____
4. _____ _____	_____ _____	_____ _____
5. _____ _____	_____ _____	_____ _____
6. _____ _____	_____ _____	_____ _____
7. _____ _____	_____ _____	_____ _____
8. _____ _____	_____ _____	_____ _____
9. _____ _____	_____ _____	_____ _____
10. _____ _____	_____ _____	_____ _____

Exhibit G

General Provisions

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, Ark-Tex Council of Governments reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by Ark-Tex Council of Governments, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of ATCOG, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. ATCOG has the right to extend the delivery date if reasons appear valid. Supplier must keep ATCOG advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Ark-Tex Council of Governments to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense Ark-Tex Council of Governments deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Exhibit H

FTA Required Clauses and Protest Procedure

BID PROTEST FORM

This form must be completed and returned to Ark-Tex Council of Governments – 4808 Elizabeth Street, Texarkana, TX 75503 or by fax 903-903-832-3441, by 12:00 P.M. seven (7) calendar days before the bids are scheduled to be opened.

I / we file a protest regarding Specification Number _____ for the following reason(s):

The specifications are not clear. Please explain:

The specifications eliminate vendors in an unnecessary manner. Please indicate which items eliminate vendors and why the items eliminate competition.

The specifications are unfair in that they favor specific vendors. Please explain:

Other: Please explain

Company Name: _____
Address: _____

Contact Person: _____
Telephone #: _____ Fax #: _____

Exhibit I

**Proposal Item
Clarification Form**

PROPOSAL ITEM CLARIFICATION FORM

Bid Number - [17-001]
Bus Stop Passenger Shelters

Request for Details:

Company Name:	_____
Address:	_____ _____ _____
Contact Person:	_____
Telephone #:	_____
Fax #:	_____
Date of Submission:	_____

Exhibit J

**Shelter Concept
Illustrations**

Ark-Tex Council of Governments Design Criteria RFP 17-001 Bus Stop Passenger Shelters

These photos are illustrative of the "historical or traditional" design sought in this RFP. ATCOG is open to a variety of shelter designs that fit this description. All shelters must include 3 sided construction, built in bench, ad panel on one end, waste receptacle and solar lighting. Size sought should be in the 5' x 12' range with variation based on pre-manufactured dimensions.



