



REQUEST FOR PROPOSALS FOR BUS SIGNS

A. INTRODUCTION

The Northwestern Connecticut Transit District (NWCTD), serving the northwest corner of Connecticut, seeks a qualified vendor to provide bus route and bus stop signs for established routes within the NWCTD services area. Federal assistance is provided by FTA's Section 5311 Program, authorized under Catalogue of Federal Domestic Assistance number (CFDA) 20.509 Formula Grants for Rural Areas to purchase these signs and supporting materials.

B. PROPOSAL SPECIFICATIONS

Proposals submitted by interested vendors are to include general information about the company, the manufacturer of the bus route/stop signs, and references from previous municipal or transportation clients.

Vendors will provide unit pricing for the following products listed in Attachment A, entitled "Proposal Response Form". The items are as follows:

- "Bus Route" signs with NWCTD logo and phone number
- "Bus Stop" signs with NWCTD logo and phone number
- Ornamental and breakaway posts, finials, and brackets in semi-gloss black powder
- Graffiti Resistant Overlay Film (3M Series 1160 or equal)
- Estimated handling and freight costs are to be included in unit cost of materials.

Reflective standard should be Diamond Grade Cubed and sign substrates should be .080" aluminum that has been conversion coated to meet ASTM and 3M standards or equal.

All signs shall be manufactured in strict accordance with the Manual of Uniform Traffic Control Devices (MUTCD) 2015 Edition, including any amendments, and industry standards for Type III signs. Reflective sheeting must be processed into signs in accordance with the 3M Matched Component System or equal as well as ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Signs" requirements. The signs shall be subject to laboratory testing, and materials certificates must be included with each shipment. The signs are to be guaranteed against any defects due to faulty material, wear and tear, and/or workmanship.

Should any bus signs, when received, prove to be different from what was proposed in any way, the vendor shall agree to the return of the items and to supply the correct items per proposal specifications at the vendor's expense.

Design drafts should follow the examples provided in Attachment B. Proposals should include detailed specification sheets and images. Vendors must be able to comply with the federal requirements set forth in Attachment C.

C. SCHEDULE AND ADMINISTRATION

The project will be initiated and completed between September 21, 2018 and December 20, 2018 as follows:

1. *September 21, 2018* – RFP released
2. *October 11, 2018* - Proposals Due
3. *November 1, 2018* – Vendor selected and purchase order issued
4. *December 20, 2018* – NWCTD accepts delivery of items

D. EVALUATION OF PROPOSALS

A selection committee comprised of representatives from NWCTD, the Northwest Hills Council of Governments (NHCOG) and the Connecticut Department of Transportation (CTDOT) will review the proposals. The recommendation of this selection committee will be forwarded to the NWCTD for selection of a vendor. The following criteria will be used in evaluating proposals:

1. Previous experience in sign preparation and overall qualifications of the vendor. (40%)
2. Responsiveness to RFP specifications. (20%)
3. Sign unit pricing. (30%)
4. References from municipal or transportation clients. (10%)

E. SUBMISSION OF PROPOSALS

Responses should describe the product specifications, delivery schedule, warranties, unit costs for the items, the experience and qualifications of the vendor in the services required, and municipal or transportation references. Sample pictures of the proposed units should also be included. A Corporate Officer of the selected vendor will be asked to sign a statement that the signs have met the specifications established in this Request.

To be considered, proposals must be submitted in electronic form by email to 1) Carol Deane at CDeane8827@aol.com and 2) Joanna Wozniak-Brown at jbrown@northwesthillscog.org and be received by 4:00 pm on October 11, 2018.

All questions or inquiries about this Request must be in writing and addressed to Carol Deane, Executive Director of the Northwestern Connecticut Transit District at CDeane8827@aol.com. Questions must be received one week prior to the response deadline. All responses to questions received will be sent to all vendors that have been sent a copy of this Request for Proposals.

NWCTD is an Affirmative Action Equal Opportunity Employer. M/F/V/H/EOE

NWCTD retains the right to reject any submittals, request additional information, or re-issue this RFP.

Proposal Response Form

Vendor: _____

SIGNS AND EQUIPMENT				
ITEM NUMBER	Est. QUANTITY	SIZE	DESCRIPTION	UNIT PRICE
1	25	12 x 18	Bus Route sign	
2	52	12 x 18	Bus Stop sign	
3	77	Steel 3" Od 10' (120")/14ga	Post Round	
4	77	For 3" OD, 36"LEG	Round Breakaway System Kit	
5	77	3"OD/8.5"H/Bolts Onto Post	Post base round	
6	77	3" OD Round/ Slipover	Post Top Finials	
7	77	14.4" Long For Flat Or Extruded	Bracket Wing Cantilever	
8	154	3/4"X.030x39"	Stainless steel strapping with buckle	
Note: Unit Price is to include all handling and freight delivery charges.				

Vendors may provide more than one post system design with associated costs for consideration.

The undersigned Vendor hereby affirms that he/she is familiar with the conditions surrounding this proposal request, and hereby agrees to meet the specifications established in this request.

Firm or Corporation: _____

Signature (Duly Authorized): _____

Printed Name: _____

ATTACHMENT B
Design Drafts





FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR NORTHWESTERN CONNECTICUT TRANSIT DISTRICT (NWCTD) CONTRACTS FOR SERVICES, FOR GOODS, OR FOR SERVICES AND GOODS

Northwestern Connecticut Transit District has agreed to adhere to the following Federal Transit Administration (FTA) requirements and to incorporate such requirements into certain third party contracts. The Contractor on any contract or agreement with NWCTD into which these provisions are incorporated hereby agrees to adhere to the requirements contained in this document. The term "Agreement" in this document means any contract or agreement with NWCTD into which these provisions are incorporated.

PART A – The provisions in Part A (numbers 1 through 9) apply to all contracts or agreements with NWCTD whether for services, goods or both. Page 8 of 13

PART B – The provisions in Part B (number 10) applies to contracts or agreements with NWCTD in excess of \$25,000 whether for services, goods or both. Page 11 of 13

PART C - The provisions in this Part (number 11) apply to contracts or agreement with NWCTD exceeding a value of \$250,000 or more in FTA funds in Federal fiscal year whether for goods, services or both. Page 12 of 13

PART D – The provisions in Part C (number 12) applies to contracts or agreements with NWCTD with EPA-selected items of \$10,000 or more annually whether for services, goods or both. Page 13 of 13

PART A

The provisions in this Part (numbers 1 through 9) apply to all contracts or agreements with NWCTD whether for services, goods, or both.

- 1. No Government Obligation to Third Parties.** (1) The NWCTD, the Contractor and its contractors/subcontractors in connection with the Agreement, 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 Agreement and shall not be subject to any obligations or liabilities to NWCTD, the Contractor or its contractor/subcontractors, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

(2) The Contractor agrees to include the above clause in each contract 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 contractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts.

- (1) The Contractor acknowledges and agrees 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 Agreement, 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 Agreement or the FTA assisted project for which this Agreement 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 an agreement 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.

- 3. Access to Records and Reports.** The Contractor agrees to provide the NWCTD, the State of Connecticut, the FTA Administrator, the Comptroller General of the United

States or any of their authorized representatives, including any Project Management Oversight (PMO) Contractor, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant 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, 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor shall retain and make available records related to the Agreement to the NWCTD, the State of Connecticut, 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.

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.

The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Contractor agrees to maintain same until the State of Connecticut, 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).

4. **Federal Changes.** The Contractor agrees to comply, at all times, with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the NWCTD and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.
5. **Civil Rights Requirements.** The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulation of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto and hereby made a part of this Agreement.
6. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by NWCTD, whether or not expressly set forth in the preceding contract/agreement provisions. All contractual provisions required by NWCTD, as set forth in FTA Circular 4220.1F, 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 of NWCTD's requests which would cause the NWCTD to be in violation of the FTA terms and conditions.

7. **Energy Conservation.** The Contractor agrees to comply with the 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, as amended, 42 U.S.C. 6321 et. Seq. and 49 CFR Part 18.
8. **Cargo Preference Requirements – Use of United States-Flag Vessels.** When applicable, the Contractor agrees:
- (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
 - (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the NWCTD (through the Contractor in the case of a contractor’s bill-of-lading.);
 - (3) to include these requirements in all contracts issued pursuant to this Agreement when the contract may involve the transport of equipment, material, or commodities by ocean vessel.
9. **Americans With Disabilities Act.** This clause applies to those second parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this Agreement. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of this Agreement as it may be amended, will render this Agreement voidable at the option of the NWCTD upon notice to the Contractor. The Contractor warrants that it will hold the NWCTD harmless and indemnify the NWCTD from any liability which may be imposed upon the NWCTD as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Agreement.

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states that the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. These regulations provide that no handicapped individual, solely for reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity including or resulting from this Agreement.

PART B

The provisions in this Part (number 10) apply to contracts or agreement with NWCTD in excess of \$25,000 whether for goods, services or both.

10. Suspension or Debarment. Suspended or debarred contractors, suppliers, materialmen, lessors or other vendors may not submit proposals for a NWCTD contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Contractor shall constitute certification that to the best of its knowledge and belief the Contractor or any person associated therewith in the capacity of the owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of Federal or State funds or the Agreement with NWCTD:

- 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Has not within the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Is not presently indicted 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 A)2) of this certification; and
- 4) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Agreement.

The Contractor agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

PART C

The provisions in this Part (number 11) apply to contracts or agreement with NWCTD exceeding a value of \$250,000 or more in FTA funds in Federal fiscal year whether for goods, services or both.

11. **Disadvantaged Business Enterprises (DBE's)**. It is the Policy of the NWCTD and the United States Department of Transportation ("DOT") that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, when applicable, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of NWCTD to:

1. Ensure nondiscrimination in the award and administration of contracts;
2. Create a level playing field on which DBE's can compete fairly for contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBE's in contracts;
6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Agreement is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. The NWCTD shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, NWCTD may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the NWCTD.

The Contractor and/or its subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NWCTD deems appropriate.

PART D

The provisions in this Part (number 12) apply to contracts or agreement with NWCTD with EPA selected items of \$10,000 or more annually whether for goods, services or both.

- 12. Recycled Products.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.