

# Murray Calloway Transit Authority

## INVITATION FOR BID- SOLAR BUS SHELTERS

MURRAY CALLOWAY TRANSIT AUTHORITY IS REQUESTING TO ACCEPT BIDS ON 4 SOLAR BUS SHELTERS TO BE PLACED AT BUS STOPS THROUGHOUT THE COMMUNITY. ALL CONTRACTORS SHALL SUBMIT BIDS FOR ALL MATERIALS AND LABOR FOR 4- 6X12 DOME ROOF IN BRONZE COLOR, 1 OPENING WITH AN ADA BENCH, 18" X 24" WEATHER RESISTANT CLEAR MAP/SCHEDULE HOLDER AND SOLAR LIGHTING PACKAGE.

Interested individuals should submit sealed bids and respond no later than 3:00PM (CDT) Friday June 30, 2017 to the attention of:

Murray Calloway Transit Authority  
1111 TRANSIT WAY  
MURRAY, KY 42071

### SECTION 1: NOTICE OF INVITATION FOR BIDS SEALED BID – 4 SOLAR BUS SHELTERS

#### *Description of the Work to be Done*

MURRAY CALLOWAY TRANSIT AUTHORITY IS REQUESTING TO ACCEPT BIDS ON 4 SOLAR BUS SHELTERS TO BE PLACED AT BUS STOPS THROUGHOUT THE COMMUNITY. ALL CONTRACTORS SHALL SUBMIT BIDS FOR ALL MATERIALS AND LABOR FOR 4- 6X12 DOME ROOF IN BRONZE COLOR, 1 OPENING WITH AN ADA BENCH, 18" X 24" WEATHER RESISTANT CLEAR MAP/SCHEDULE HOLDER AND SOLAR LIGHTING PACKAGE.

The contract shall be a firm-fixed price Contract.

#### *Bid Due Date and Submittal Requirements*

Bids must be received by 3:00pm (CDT), on Friday June 30, 2017.

1. Sealed Bids shall be submitted to: Murray Calloway Transit Authority  
1111 Transit Way  
Murray, KY 42071
2. Envelopes or boxes containing Bids shall be marked "Sealed Bid – Solar Bus Shelters" on the outside of the package, and clearly labeled with the Agency's Bid number and the solicitation title: Solar Bus Shelters

### *Validity of Bids*

Bids and subsequent offers shall be valid for a period of 120 days.

### *Pre-Bid Meeting Information*

Prospective Bidders are requested to submit written questions to the Contract Administrator, identified below, in advance. In addition, questions may be submitted up to the date specified in "Proposed Schedule for the Procurement." Responses will be shared with all prospective bidders. Prospective Bidders are reminded that any changes to the IFB will be by written addenda only.

### *Contracting Officer's Contact Information:*

Name: Rodney Skinner Title: Executive Director  
Address: 1111 Transit Way, Murray, KY 42071 Phone number: (270)753-9725 E-mail:  
[rodney@murraytransit.com](mailto:rodney@murraytransit.com) Fax number: (270)917-1219

### *Identification of Source of Funding*

This contract is subject to a financial assistance contract between Murray Calloway Transit Authority and the Kentucky Department of Transportation, and the Federal Transit Administration, U.S. Department of Transportation.

### *Obtaining Bid Documents*

Bid documents may be obtained from the Murray Calloway Transit Authority Office, 1111 Transit Way, Murray, KY 42071 or at [www.murraytransit.com](http://www.murraytransit.com)

### **Compliance with DBE**

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, will have the maximum opportunity to participate in the performance of the contract to be derived from this IFB. Since the contract will be financed in whole or in part with federal funds, DBE requirements in 49CFR, Part 26 apply to this contract.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT- assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MCTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MCTA.

The contractor must promptly notify MCTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own

forces or those of an affiliate without prior written consent of MCTA.

### **Bid Evaluation and Selection**

Submitting the lowest bid may not result in award and the right is reserved to reject any and all bids received, and in all cases, KYTC and the Agency will be the judge as to whether an offeror's bid has or has not satisfactorily met the requirements of this IFB.

The bid will be based on the "Cost Proposal" which shall contain the total cost for all required elements.

### **Agency Rights**

The Agency reserves the right to reject any or all bids. The Agency reserves the right to determine any specific bid that is conditional or not prepared in accordance with the instructions and requirements of this IFB to be nonresponsive. The Agency reserves the right to waive any defects, or minor informalities or irregularities in any bid which do not materially affect the bid or prejudice other Bidders.

### **Brand Name/Salient Characteristic Clause**

In accordance with USDOT/FTA requirements, brand names, or equal descriptions, are used as a means to define the performance or other salient characteristics of procurement. In the IFB, even if the phrase or approved equal is inadvertently omitted, it is implied after any brand name.

### **Changes**

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract. Any changes are to be approved by the Kentucky Transportation Cabinet, all changes in work and/or change orders must have the prior review and approval of the Office of Transportation Delivery, KYTC.

### **Legal Clauses**

Bidder must complete all the Federal Model Clauses that are included as a part of this invitation. Completed forms and certification must be included with the invitation for bid submission.

### **Indemnification**

The Kentucky Transportation Cabinet is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

### **Termination**

Subject to the provisions below, any Contract resulting from this bid may be terminated by the Agency provided a thirty (30) day advance notice in writing is given to the Contractor.

### **Termination for Non-Appropriations**

In the event sufficient appropriations are not made to pay the charges under the contract, it shall terminate without any obligation to the Agency.

## **Termination for Convenience**

The performance of work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

Stop work under the Contract on the date and to the extent specified in the notice of termination. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated.

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.

Deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.

Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct.

Complete performance of such part of the work as shall not have been terminated by the notice of termination.

Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

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 Agency to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49).

### **Termination for Default**

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period often (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

### **Compliance with Laws and Regulations**

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **Governing Law and Choice of Forum**

Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the Commonwealth of Kentucky which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the

successful proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the proposer agrees to subject himself to the jurisdiction and process of the courts of the Commonwealth of Kentucky as to all matters and disputes arising or to arise under the contract and the performance thereof. Including any questions as to the liability for taxes, licenses or fees levied by the state.

### **Disputes**

All disputes shall be initiated through a written dispute notice submitted by either part to the other part within ten (10) calendar days of the determination of the dispute. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MCTA and the Independent Contractor arising out of or relating to this agreement or its breach will be decided in arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Kentucky.

### **Maintenance of Records; Access by Agency; Right to Audit Records**

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the Agency is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the Agency, FTA, KYTC, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, Commonwealth of Kentucky or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

### **General Nondiscrimination Clause**

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

### **Access to Records**

The bidder agrees to comply with mandatory standards and policies relating to access to records and reports as referred to in 49 U.S.C. 5325, 18 CFR 18.36(i), and 49 CFR 633.17. Such requirements include, but are not limited to, the following: Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, KYTC, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) I, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

### **Federal Funding, Incorporation of FTA Terms and Federal Changes**

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF or its successors 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 MCTA requests that would cause MCTA to be in violation of the FTA terms and conditions.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. State or Federal requirements that are more restrictive shall be followed.

### **Civil Rights Requirements**

The successful bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### **Disadvantaged Business Enterprise (DBE)**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MCTA deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

### **ADA Guidelines**

This project must be in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Transportations ADA regulations, 49 CFR Part 37.

### **Disputes**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MCTA and the Independent Contractor arising out of or relating to this agreement or its breach will be decided in arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state of Kentucky.

### **Appeals Process**

The Murray Calloway Transit Authority, shall have the authority to determine protests and other controversies of actual or prospective Proposers in connection with the solicitation or selection for award of the IFB or Contract.

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or selection for award of the IFB or Contract, may file protest via Certified Mail with the MCTA. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be

addresses to:

Murray Calloway Transit Authority  
1111 Transit Way  
Murray, KY 42071

The Murray Calloway Transit Authority shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken. The decision by the Murray Calloway Transit Authority shall be final and conclusive.

#### **Small Business Clause**

In regard to the arrangement of the IFB, times for the bid opening, delivery schedules, etc. These will be made in a manner to facilitate participation by Small Business Concerns. The definition, size standards, and average gross receipts of Small Business are found in 13 CFR Part 121.

#### **Davis-Bacon**

The 1931 Davis-Bacon Act requires the payment of prevailing wage rates to all labors and mechanics on Federal or Federally assisted construction contracts. Overall program responsibilities are administered by the U.S. Department of Labor. Project specific responsibilities are administered by the contracting agency. Davis-Bacon Act requirements are implemented in various Federal assistance programs through the "related act" provisions in each agency's implementing statutes.

#### **Onsite Visits**

MCTA and KYTC reserve the right to visit the work site at any time during the contract period.

#### **Liquidated Damages**

MCTA may issue Liquidated Damages if the project has not been completed by the agreed upon dates included in the contract. MCTA, at its discretion, may waive these damages if this is found to be beneficial to the MCTA. Liquidated Damages shall be \$100.00 per calendar day.



**Bid Form**

**Murray Calloway Transit Authority**

**MAIL OR HANDCARRY BIDS TO:**

**INVITATION FOR BID**

**BID TITLE: Solar Bus Shelters**

Murray Calloway Transit Authority

Solar Bus Shelters

SEALED BIDS WILL BE ACCEPTED UNTIL

1111 Transit Way

**3:00pm (CDT), on Friday June 30, 2017**

Murray, Ky 42071

BIDS WILL BE OPENED ON

(270) 753-9725

**June 30, 2017 at 5:00pm (CDT)**

Envelopes or boxes containing Bids shall be marked "Sealed Bid – Solar Bus Shelters" on the outside of the package, and clearly labeled with the Agency's Bid number and the solicitation title: **Solar Bus Shelters**.

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY-STATE-ZIP

PHONE NUMBER:

FEDERAL ID OR SOCIAL SECURITY NUMBER:

DUNS NUMBER:

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR & WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE (TYPED)

TITLE

DATE

**IMPORTANT**

**BID ACCEPTANCE AND DELIVERY STATEMENT**

IN COMPLIANCE WITH THE INVITATION, AND SUBJECT TO ALL CONDITIONS THEREOF, THE ABOVE SIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN 30 DAYS FROM DATE OF OPENING TO FURNISH ANY OR ALL ITEMS/SERVICES QUOTED ON AT PRICES SET FORM AFTER THE ITEM AND MAKE DELIVERY WITHIN 2 MONTHS AFTER RECEIPT OF ORDER.