

Lawton Area Transit System (LATS)

RFP 2017-33

Request for Proposals and specifications to install poles with bus stop for 5 bus stops & removal of 22 bus poles with signs

**LAWTON AREA TRANSIT SYSTEM (LATS)
LAWTON, OKLAHOMA
REQUEST FOR PROPOSAL AND SPECIFICATIONS TO
INSTALL POLES WITH BUS STOP SIGNS FOR 5 BUS STOPS AND REMOVAL OF
22 BUS STOP SIGNS AND POLES**

The Lawton Area Transit System (LATS) invites contractors to submit a quote to install up to 20 bus route/stop signs on the City of Lawton right-of-way or street easement at designated locations and the removal of up to 20 bus route/stop signs on the City of Lawton right-of-way or street easement at designated locations. The Contractor shall install the poles with signs purchased by LATS and complete installation no later than July 16th, 2017. The removal of all bus stop signs and poles must be completed at least 20 days from the date of the signed contract.

For the purpose of install:

Locations - **Exhibit 1A & 1B**

- 1) Height of Pole above ground: Not less than 7 ft. from base of sign to ground. If a secondary sign is mounted below another sign, the major sign shall be installed at least 8 ft. and the secondary sign at least 5 ft. above the level of the pavement and/or ground edge. **(Exhibit 2a – 2e)**
- 2) Contractor must make sure before install any pole it has been certified through Oklahoma Dig or any other company to make sure there are no pipes, power lines, etc. destroyed. If there is any damaged caused by the contractor they will be liable for any repairs.
- 3) Sign posts and mountings shall be installed as to hold signs in a proper level and permanent position and to resist swaying in the wind or displacement by vandalism.
- 4) Lateral Offset: The minimum lateral offset of the post from the edge of the shoulder (or if no shoulder exists, from the edge of pavement) to the near edge of a roadside mounted sign shall be 2 ft. (Exhibit 2a- 2e)
- 5) Signs should be vertically mounted at right angles to the direction of, and facing, the traffic that they are intended to serve.
- 6) Installation of bus route/stop signs will not cause blocking of other traffic

control signs. Nor shall installation impede any pedestrian walkways or driveways.

For the purpose of removal:

Locations - **Exhibit 1A & 1B**

- 1) All post and attached signage will be removed and every hole will be filled with dirt. If a sign is on a concrete service the pole will be cut level with the concrete's service and the hole will be filled with concrete type filler.
- 2) Any damage to the site of the bus stop pole and sign caused by the contractor while involving the removal of the post will be liable.
- 3) All posts and signage will be returned to LATS
- 4) Any damaged post or signage caused by the contractor will be liable

Any questions concerning this solicitation should be directed during the hours of 8 a.m. to 5 p.m. Monday through Friday to:

Mr. Ryan Landers
LATS General Manager
609 SW Bishop Rd.
P.O. Box 286
Lawton, OK 73502

TEL 580-248-5252
FAX 580-699-3642

9. The award will be made to the qualified vendor deemed appropriate to be cost effective, accurate, timely, efficient, and in the best interest of LATS. The written quote must be emailed, faxed, delivered or mailed to the address above.

No later than: 2:00 P.M. CST

Date: June 30th, 2017

10. The vendor shall provide a cost per installation of bus stop pole and bus stop sign

11. The vendor shall provide a cost per removal of bus stop pole and/or bus stop sign

12. The vendor shall provide one completed original of the Anti-collusion Affidavit

As the best interest of LATS may require, the right is reserved to: To reject any and all proposals or waive any minor irregularity or technicality in proposals received. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. LATS reserves the right to waive minor project guideline deviation(s) when considered to be in the best interest of LATS.

Failure to make or to complete the project or to meet project guidelines authorizes the LATS to seek services elsewhere and to seek legal and equitable remedies against any defaulting vendor. If any of the work performed fails to meet the specifications in any proposal submitted, vendor, upon notice from the LATS, shall be required to promptly correct or replace the same at vendor's expense. If vendor shall fail to do so, the LATS may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, shall deliver within 48 hours to LATS any equipment provided by LATS for the project. Any charges related to return of LATS equipment shall be born by the vendor.

The vendor shall hold and save LATS, the City Transit Trust and City of Lawton and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.

The vendor shall be paid within a reasonable time after submission of proper certified invoices to LATS at the prices stipulated in any agreement entered into. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

A quote is subject to the provisions of the Trust Bylaws, State of Oklahoma and applicable Federal regulations. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also a Trustee or an employee of the City Transit Trust or the City of Lawton. Further, all vendors must disclose the name of any Trustee or employee who owns, directly or indirectly, an interest in the vendor's firm or any of its branches.

If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the LATS shall have the right to terminate any agreement resulting from the submission of a Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of LATS under any agreement resulting from the submission of a Request for Proposal to the time of such termination.

Unless otherwise specifically stated, proof of the following types and amounts shall be furnished to LATS, showing LATS as an additional insured thereunder without cost to LATS, prior to the entry into any agreement:

General and Product Liability: The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or

accident. This policy or policies shall hold harmless and indemnify LATS and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk.

LATS APPROVAL

Acceptance and entry into the agreement outlined in the foregoing and attached Quotation by and on behalf of the LATS is made this _____ day of _____, 2017_____.

LATS

Ryan Landers, General Manager

VENDOR

Vendor/Company Name

Authorized Officer's Name

Authorized Officer's Signature

Bid Form-RFP#_2017-33_____

Item	Quantity	Unit of Measure	Description	Unit Price	Total Cost	Completion Days after receipt of order
Cost of install of pole and bus stop sign	5					2 weeks
Cost of removal of pole and/or bus stop sign	22					2 weeks

DBE APPROVAL CERTIFICATION

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of the Bidder or Proposer's Authorized Official

Name, Title of the Bidder or Proposer's Authorized Official

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner *(please check the appropriate space)*:

___ The bidder/offeror is committed to a minimum of ___ % DBE utilization on this contract.

___ The bidder/offeror (if unable to meet the DBE goal of ___ %) is committed to a minimum of ___ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No.: _____

Signature of the Bidder or Proposer's Authorized Official

Name, Title of the Bidder or Proposer's Authorized Official

Date

Federal Clauses, Certifications and Assurances

Project Title: LATS bus stop install & removal

Vendor: _____

Grant Number: OK-90-X123

The Contractor agrees to the following Clauses, Certifications and Assurances, which are made a part of this contract.

FEDERAL LAWS, REGULATIONS AND DIRECTIVES

The 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 Agreement (MA 15) dated October 2008 between the Recipient and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor also understands and agrees that Federal laws, regulations, and directives applicable to the Project may be amended and the Contractor agrees that the most recent Federal Laws and regulations, and directives will apply to the administration of the Project, unless FTA determines otherwise in writing.

Initials _____

ACCESS TO THIRD PARTY CONTRACTS RECORDS

The Contractor agrees to provide to the U.S. Secretary of Transportation and the Comptroller General of the United states or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. Section 5324(g). The Contractor further agrees to provide access to procurement records as needed for compliance with Federal Laws and regulations or to assure proper Project management as determined by FTA.

Initials _____

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

In connection with the Project, the Contractor agrees that, absent the Federal Government's express consent, the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or other participant any tier of the Project, or person or entity that is not a party to the Grant Agreement or the Cooperative Agreement for the Project. Notwithstanding that the Federal Government has no obligations or liabilities to any entity other than to the Recipient, including any third party contractor, or other participant at any tier of the Project.

Initials _____

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor agrees to abide by the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et. seq.*, 49 CFR Part 31 and 49 U.S.C. Section 5323(1), and 18 U.S.C. Section 1001., by certifying that all of his claims, records, representations and statements are true and accurate.

Initials _____

RIGHT OF THE FEDERAL GOVERNEMENT TO TERMINATE

Upon written notice the, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Cooperation Agreements for the Project including the applicable Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of the assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperation Agreement for the Project, or the applicable Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government or the Recipient to terminate the project. If the Contractor has willfully misused Federal assistance by failing to make adequate progress the Federal Government reserves the right to require the Contractor to refund the entire amount of misused Federal assistance or any lesser amount as the Federal Government may determine.

Initials_____

ENERGY CONSERVATION

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Initials_____

INTELLIGENT TRANSPORTATION SYSTEMS

In connection with the project the Contractor agrees that it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" at 66 FR 1455 *et seq.* January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, U.S.C., except to the extent that FTA expressly determines otherwise in writing.

Initials_____

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by Contractor as a part of this bid and proposal:

STATE OF OKLAHOMA)
) ss
COUNTY OF COMANCHE)

The undersigned deponent, of lawful age, being duly sworn, upon his oath, deposes and says: That he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for an on behalf of said Contractor; that the Contractor has not, directly or indirectly, entered into an agreement, express or implied, with any Contractor or Contractors, having for its object controlling of the price or amount of such bid or proposal, the limiting of the proposal or the Contractor, the parceling or farming out to any Contractor or Contractors or other persons of any part of the subject matter of the bid or proposal or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said bid or proposal, until after the sealed bids or proposals are opened.

Deponent further states that the Contractor has not been a party to any collusion among Contractors or prospective Contractors in restraint of freedom of competition by agreement to bid at a fixed price, or to refrain from bidding; or with any Trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between Contractors and any Trust official concerning exchange of money or other things of value for special consideration in the letting of a contract; that the Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Trust any money or other thing of value; either directly or indirectly, in the procuring of the award of the contract pursuant to this proposal.

SIGNED: _____

BY: _____

TITLE: Contractor _____

Subscribed and sworn to before me this _____ day of _____, 2017

My commission expires:

_____ (Notary Public)



Ex 2a



Ex 2b



RED ROUTE COUNTER CLOCKWISE

Hours Of Operation
 Monday - Friday 6am - 7pm
 Saturday 9am - 9pm
 Closed Sundays

ROUTE INFORMATION

A	Depart Transfer Center	:15
B	17 & Ferris	:24
C	16th & Smith	:30
D	Walmart on Sheridan	:36
E	Sheridan & Gore	:39
F	Cameron Student Union	:42
G	Sheridan & Lee	:46
H	17th & Lee (Social Security)	:48
I	New York & Davenport	:52
J	13th & Bishop	:54
K	6th & Bishop - LATS Office	:58
L	Arrive Transfer Center	:05

580-248-5252
 www.RideLATS.com



Ex 2c



Ex 2d



Ex 2e

New Route - Orange 1 - counterclockwise	What it needs									
Al Johnson & Arlington	X									
Euclid & Carver	X									
North Carver @ RxR	X									
Indian Hospital	X									
Rogers Lane (other side of gas station	O									
Cimarron & Angus	X	X	New overlay & remove old sign							18
Pioneer & Angus	X	O	New overlay, Sign, and pole							5
Geronimo Lodge	Fort Sill responsibility	!	remove old orange sign and pole							1
Allin/Aultman Halls	Fort Sill responsibility	%	JUST REMOVE OLD ORANGE SIGN							1
Commissary	Fort Sill responsibility									
PX	Fort Sill responsibility									
Across I/Burger King	Fort Sill responsibility									
Across from RecPlex	Fort Sill responsibility									
VA Clinic on Post	Fort Sill responsibility									
RACH	Fort Sill responsibility									
Ozmun & Car Wash	X									
Ozmun & 24th St	X									
26 & Lindy	X									
25 & Williams	X									
Hoover & Williams	X									
Williams & Smith on Williams	X									
Across I/Family Dollar	X									
18th & Smith	X									
14th & Smith	X									
Smith & Ft. Sill Blvd	X									
Cache & 12	O									
Cache & 15	O									
Cache & 18	O									
Cache & 20	O									
Walmart & Sams	only add don't remove anything									
Ferris & Deborah	only add don't remove anything									
Ferris & Vascus	only add don't remove anything									
Ferris & 17	only add don't remove anything									
Ferris & 12	only add don't remove anything									
Irwin & Ft. Sill Blvd	X									
Ft. Sill Blvd & Birch	!									
11th & Columbia	X									
9th & Gore	%									
DTC	X									

Exhibit 1a

Old orange route - opposite direction - clockwise	What it needs done													
DTC	%													
9th & Gore	%													
Ft. Sill Blvd & Columbia	!													
Central Jr High School	!													
Ft. Sill Blvd & Smith	!													
14th & Smith	!						X							
18th & Smith	!						O							
Family Dollar Store	%						!							16
Smith & Williams on Smith	%						%							4
Hoover & Williams	!													
25th & Williams	!													
26th & Lindy	!													
RACH	Fort Sill responsibility													
VA Clinic on Post	Fort Sill responsibility													
Education Center	Fort Sill responsibility													
Impact Zone	Fort Sill responsibility													
RecFlex	Fort Sill responsibility													
Burger King	Fort Sill responsibility													
PX	Fort Sill responsibility													
Commissary	Fort Sill responsibility													
Allin/Aultman Halls	Fort Sill responsibility													
Geronimo Lodge	Fort Sill responsibility													
Pioneer & Angus	!													
Angus & Cimarron	!													
Indian Hospital	!													
North Carver	!													
Carver & NE Euclid	!													
NE Arlington & Albert Johnson	!													
Railroad & "B"	!													
DTC	!													

Exhibit 1b