



amtran is the smart choice.
take the bus!

Request for Proposals **Transit Shelter Maintenance**

RFP Release: April 7, 2014
Proposal Deadline: May 16, 2014
Contract Award: May 21, 2014
Agreement takes effect: July 1, 2014

Eric Wolf, General Manger

AMTRAN

3301 Fifth Avenue

Altoona, PA 16602

814-944-4074 (phone)

814-941-2733 (fax)

EricWolf@amtran.org (e-mail)

Purpose

AMTRAN is soliciting proposals from qualified individuals or firms to maintain the Transit Shelters throughout our service area in central Blair County to include cleaning, snow removal, and posting advertising. The agreement will be for a 3-year period beginning July 1, 2014 with an option for an additional two years.

General Information

1. AMTRAN is the public transportation authority providing bus service to central Blair County, Pennsylvania. The Authority was incorporated in 1958 as a joint authority of the City of Altoona and Logan Township under the Pennsylvania Municipal Authorities Act of 1945. It has a seven member Board of Directors of which five are appointed by the City of Altoona and two are selected by Logan Township.
2. This RFP contains instructions concerning the proposal to be submitted and the material to be included. A description of the services to be provided, eligibility requirements for consideration, evaluation criteria, and other requirements to be met by each proposal are included.
3. AMTRAN reserves the right to select a provider directly from among the proposals submitted, or to enter into negotiations with two (2) or more qualified offerors, or to reject any and all proposals received. This RFP does not constitute a binding offer of award.

Project Schedule

- Release RFP April 7, 2014
- Proposal Deadline May 16, 2014
- Contract Award May 21, 2014
- Agreement to Begin July 1, 2014
- Initial Term Ends June 30, 2017
- Option Period July 1, 2017 – June 30, 2019

Scope of Project

Project Description

AMTRAN is soliciting proposals from qualified individuals or firms to maintain the Transit Shelters throughout our service area in central Blair County.

Maintenance of the shelters will include cleaning, snow removal, and posting advertising materials. The agreement will be for a 3-year period beginning July 1, 2014 with an option for an additional two years.

Shelter Description

The standard Transit Shelters are pre-fabricated structures constructed of glass, Plexiglas, plastic, and metal secured to a concrete pad.

There are currently 15 standard shelters in AMTRAN's service area plus the Downtown Transit Center on 10th Avenue Expressway at 13th Street. Cleaning of all of these shelters will be included in this agreement.

Snow removal at the Downtown Transit Center is the responsibility of AMTRAN and the City of Altoona.

Cleaning and snow removal of the Logan Valley Mall shelter and Penn State Altoona shelter are the responsibility of Logan Valley Mall and Penn State Altoona respectively.

Shelter Locations

1. Veterans Home @ McArthur Hall
2. Goods Lane @ Cracker Barrel - Advertisement
3. E. Pleasant Valley Blvd. @ Greenwood Plaza - Advertisement
4. 58th St. @ Boyce Ave. - Advertisement
5. Broad Ave. @ Jaffa Mosque - Advertisement
6. 7th Ave. @ Bon Secours Hospital
7. 17th St. between 6th and 7th Ave.
8. 17th St. @ 9th Ave.
9. 17th St. @ Margaret Ave. - Advertisement
10. Howard Ave. @ Blair Medical Center - Advertisement
11. Howard Ave. @ Trauma Center - Advertisement
12. Chestnut Ave. @ Juniata Gap Rd. - Advertisement

13. Ivyside Dr. @ 25th Ave. - Advertisement
14. 25th Ave. @ Ivyside Plaza - Advertisement
15. 10th St. @ Green Ave.

Cleaning

Cleaning of all shelters will take place when directed by AMTRAN and will be no fewer than three (3) times per year and no more than six (6) times per year. Cleaning should take place within three business days of notification by AMTRAN.

If a single shelter is in need of cleaning, contractor will accommodate at AMTRAN's request.

Cleaning will consist of cleaning the glass or Plexiglas panels and the other structural elements of the shelter including the concrete pad. Care will be taken to not damage the clear panels so as to extend their life for as long as possible. Cleaning will also include removing trash and debris from the roof and from around the shelter. Cleaning may also include occasional graffiti removal without damage to glass, Plexiglas or metal finish.

Cleaning of the Downtown Transit Center shall consist of cleaning the glass and metal customer enclosures, the customer benches, carefully cleaning the exteriors of three electronic signs, and power-washing the brick pavers. Cleaning may also include occasional graffiti removal without damage to the glass, painted finish, or wood finish.

Snow removal

Snow and ice removal will take place at AMTRAN's direction and will be sufficient to allow use by both pedestrians and by people using a wheelchair. Snow removal should take place within two business days of notification by AMTRAN.

Posting and removing advertising materials

Ten of the fifteen shelters have advertising panels on them. The contractor will pick up advertising panels either at AMTRAN or from the local area vendor and will post them in the shelters. The contractor will return unused advertising panels to AMTRAN.

Other Maintenance

Repair or replacement of damaged glass or Plexiglas panels or other repair or replacement of shelters will be the responsibility of AMTRAN. If the contractor notes damage to a shelter, AMTRAN should be notified.

Proposal Process

Proposal Deadline

Proposals will be received until 12:00 noon on Friday, May 16, 2014. AMTRAN reserves the unqualified right to postpone proposal due date, reject any or all proposals, to waive or accept minor technicalities and discrepancies, and to accept or further negotiate cost, terms or conditions of any proposal as deems by AMTRAN to be in its best interests.

One copy of the bidder's proposal shall be submitted. Proposals must be submitted in an envelope clearly marked "Transit Shelter Maintenance" and addressed to:

Mail or hand delivery Eric Wolf, General Manager
AMTRAN
3301 Fifth Avenue
Altoona, PA 16602

Submittal Requirements

1. Cover Letter – Describe how you propose to approach this maintenance project. The letter should also state that the proposer has reviewed the "Required Clauses" (pages 7-10) and agrees to abide by them.
2. Experience – Include descriptions of similar projects.
3. References – Provide the name and phone number of at least three references for similar projects
4. Cost – Fill out the "Pricing Sheets" that are part of this RFP.

Withdrawing a proposal

Proposals may be withdrawn by written or faxed notice at any time prior to the 12:00 noon, Friday, May 16 deadline for the proposals. Proposals may also be withdrawn in person (prior to 12:00 noon deadline) by the bidder or an authorized representative provided that proper identification is made and a receipt for the proposal is signed.

Award Process

AMTRAN reserves the right to select a provider directly from among the proposals submitted, or to enter into negotiations with two (2) or more qualified offerors, or to reject any and all proposals received. This RFP does not constitute a binding offer of award.

Evaluation Criteria

An evaluation panel will evaluate the proposals based on the criteria listed below.

<u>Criteria</u>	
References and experience with similar projects	45%
Cost	45%
MBE/WBE participation*	10%

*Minority-owned Business Enterprise or Woman-owned Business Enterprise

Project Award

AMTRAN anticipates the selection of the winning proposal will occur at the Board of Directors meeting scheduled for Wednesday, May 21. All bidders will be notified of the outcome of the selection process at that time.

Insurance Requirements

A. Liability Insurance. Contractor agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries and property damage to persons and property occurring on this project during the term of this Agreement, such insurance at all times to be in an amount of not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, blanket coverage for any and all losses. Said policy shall be written with a company or companies acceptable to AMTRAN which are authorized to engage in the business of general liability insurance in the Commonwealth of Pennsylvania. AMTRAN shall be named as an additional insured. Contractor shall deliver to AMTRAN the customary insurance certifications evidencing such paid-up insurance when requested, but not less frequently than annually.

B. Worker’s Compensation. Contractor agrees to maintain or cause to be maintained worker's compensation insurance for all employees performing work on this project and will provide AMTRAN of proof thereof when requested, but not less frequently than annually.

C. Indemnification. Contractor covenants and agrees that it will protect, save and keep AMTRAN forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance by Contractor or those actions on behalf of the Contractor, whether occasioned by the neglect of Contractor or those holding under Contractor; and that Contractor will at all times protect, indemnify and save and keep harmless AMTRAN against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on this project causing injury to any person or property whomever or whatsoever arising out

of Contractor's negligence or the negligence of those holding under the Contractor and will protect, indemnify, save and keep harmless AMTRAN against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Contractor in any respect to comply with and perform all the requirements and provisions of this Agreement. As a specific part of this indemnity, Contractor shall be required to pay any attorney's fees and court costs incurred by AMTRAN by reason of the assertion of any claim or penalty indemnified hereunder.

Required Clauses

Because this project is being paid for with a combination of federal, state, and local government funding, the following clauses are required. Please do not be intimidated by the language. As you review them, you can see that you are agreeing to execute this project honestly and fairly, to allow access to project records, and to abide by Civil Rights laws and other federal laws.

No Federal Government Obligations to Third Parties.

(1) The AMTRAN and the Contractor 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 contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

False or Fraudulent Statements or Claims

The supplier acknowledges and agrees that:

(1) 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 activities in connection with the Project. Accordingly, by accepting the purchase order, the supplier certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the purchase order. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(2) If the supplier makes a false, fictitious, or fraudulent claim, state, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the

Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

Access to Records of Recipients and Subrecipients

Upon request, the supplier agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the supplier and its subcontractors pertaining to the Project.

Federal Changes

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 this Agreement and in agreements between the AMTRAN and FTA, as they may be amended or promulgated from time to time during the terms of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights Requirements

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332. the Contractor 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 Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights, as amended, 42 U.S.C. § 2000e, and Federal transit laws, 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts et. seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the

Contractor agrees to comply with any implementing requirements that the FTA may issue.

Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, The Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with the Federal Assistance provided by the FTA, modified only if necessary to identify the affected parties.

Termination of Contract

This contract may be terminated upon the occurrence of any of the following:

If, through any cause the supplier shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or, if the supplier shall violate any of the covenants, agreements or stipulations of the Agreement, AMTRAN may terminate this Agreement by giving written notice to the supplier of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The supplier will only be paid for services and materials delivered and accepted.

The AMTRAN may terminate this Agreement at anytime without cause, provided that it gives written notice to the supplier of such termination, which shall be effective on the date of such notice. In the event of such termination, the supplier shall be compensated for the materials and services or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Disadvantaged Business Enterprise (Minority-owned or Woman-owned)

It is federal and state policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to assure that disadvantaged business are utilized to meet DBE goals and objectives as outlined in the Grant Agreement. It is hereby declared to be the public policy of the AMTRAN to encourage, develop and support the full participation of disadvantaged business in AMTRAN contracts.

“Disadvantaged Business Enterprises” as defined in Section 8(d) of the Small Business Act, is a small business concern owned and controlled by socially and economically disadvantaged individuals. The term “owned” means that at least fifty-one percent (51%) of the business is owned by disadvantaged group members, or in case of publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged group members.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 422.1D, dated April 15, 1996, 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 AMTRAN requests which would cause AMTRAN to be in violation of the FTA Terms and Conditions.

Pricing Sheet – initial 3 years

Submit this sheet with your proposal.

Unit cost for cleaning Downtown Transit Center \$ _____

Total cost for cleaning all 15 AMTRAN standard shelters once \$ _____

- Additional cost for adding another shelter to the 15 \$ _____

- Credit for deleting a shelter from the 15 \$ _____

- Unit cost for cleaning individual shelters as needed \$ _____

Total cost for snow removal at all 15 AMTRAN standard shelters \$ _____

- Additional cost for adding another shelter to the 15 \$ _____

- Credit for deleting a shelter from the 15 \$ _____

Cost for posting advertising materials at one shelter (two faces) \$ _____

Cost for posting advertising materials at five shelters (two faces each) \$ _____

Company Name _____

Signature of Company Representative _____

Date _____

Pricing Sheet – 2-year option period

Submit this sheet with your proposal.

Unit cost for cleaning Downtown Transit Center \$ _____

Total cost for cleaning all 15 AMTRAN standard shelters once \$ _____

- Additional cost for adding another shelter to the 15 \$ _____

- Credit for deleting a shelter from the 15 \$ _____

- Unit cost for cleaning individual shelters as needed \$ _____

Total cost for snow removal at all 15 AMTRAN standard shelters \$ _____

- Additional cost for adding another shelter to the 15 \$ _____

- Credit for deleting a shelter from the 15 \$ _____

Cost for posting advertising materials at one shelter (two faces) \$ _____

Cost for posting advertising materials at five shelters (two faces each) \$ _____

Company Name _____

Signature of Company Representative _____

Date _____