

Invitation for Bid Bus Shelters



Deadline to Submit: 10:00 A.M. November 6, 2024

COLES COUNTY BUS SHELTERS

INVITATION FOR BIDS (IFB) #2024-4 BUS SHELTERS

Announcement: September 24, 2024

Project Description: Coles County invites vendors to submit a bid for multiple bus shelters. Coles County wishes to place the shelters along its deviated fixed route throughout Charleston and Mattoon and desires to purchase seven (7) ADA accessible bus shelters if funding limits allow. The shelters should include a bench and waste receptacle as described in Section 2.

This is a lowest price procurement and awards will be made to the lowest, responsible, responsive bidder meeting specifications.

Submission Deadline: 10:00 A.M. (local time) November 6, 2024

**INTERESTED SUPPLIER REGISTRATION FORM
INVITATION FOR BID BUS SHELTERS**

IMMEDIATE NOTIFICATION TO COLES COUNTY IS REQUIRED to ensure that every interested bidder receives subsequent updates, amendments, interpretations, and/or any addenda issued for this IFB. Failure to acknowledge subsequent updates, amendments, interpretations, and /or addenda requirements may result in a bid deemed non-responsive. See Bid Authorization/Acknowledgement of Addenda form that must be completed and submitted with the IFB that you provide to Coles County.

Date September 24, 2024

To: INTERESTED VENDORS

Subject: BUS SHELTERS

This form must be completed and returned to Samantha McCullough via email at smccullough@co.coles.il.us as soon as possible with your complete contact information as follows:

Name of Interested Supplier's Firm _____

Name of Contact Person _____

Title of Contact Person _____

Street Address/PO Box _____

City, State, Zip _____

Telephone number _____

Fax number _____

E-Mail Address (MANDATORY) _____

Website Address _____

Date of Download _____

Thank you for your interest. We look forward to receiving your IFB.

Sincerely,

Samantha McCullough

PCOM

SECTION 1: GENERAL BACKGROUND AND SCHEDULE

INTRODUCTION

Coles County contracts with Dial-A-Ride (DAR) to provide the public transportation for Coles County. Coles County Council on Aging operates DAR through grant funding provided by the Illinois Department of Transportation and the Federal Transit Administration to Coles County. Administrative offices are located in Charleston, IL.

DAR provides transportation daily allowing individuals access to medical, education, employment, social services, recreational, and many other opportunities. DAR operates a demand respond service and a deviated fixed route. DAR's fleet is comprised of 22 light-duty and medium-duty cutaway buses or minivans most being ADA compliant and accessible.

The bus shelters procured through this IFB will be utilized along the deviated fixed route throughout Charleston and Mattoon.

PUBLIC RECORDS

The documents submitted in response to this IFB should be considered public information and subject Freedom of Information Act disclosure. Restrictions on any information submitted will render a bid non-responsive.

Coles County assumes no contractual obligation to enforce any exemption on behalf of a respondent to the IFB.

PROCUREMENT COORDINATOR

Upon release of this IFB, all communications concerning this IFB should be directed to the Procurement Coordinator listed below. All written questions and requests for clarification must be received by the deadline on the IFB schedule listed below. Email shall have the subject stating "2024-4 Bus Shelters IFB". The respondent should rely only on written statements issued by the Procurement Coordinator.

Samantha McCullough
Coles County Regional Planning
Smccullough@co.coles.il.us

IFB SCHEDULE

Coles County anticipates the following schedule, which is subject to change. Timing is critical, please identify concerns and specify any proposed changes to this timeline.

Date of Announcement	September 24, 2024
Deadline for Written Questions	October 16, 2024
Coles County Responses to Written Questions	October 23, 2024
Deadline for IFB Submissions	November 6, 2024

SUBMISSION

Sealed bids will be received at the Coles County Regional Planning office at 651 Jackson Ave Charleston, IL 61920, in A SEALED ENVELOPE marked “**IFB #2024-4 BUS SHELTERS**” no later than 10:00 a.m. (Central Standard Time) on Wednesday, November 6, 2024. Bids will be opened publicly at 10:00 a.m.

All opened IFBs and accompanying documentation become the property of Coles County. Late IFBs will not be considered.

SELECTION PROCESS

The award will be to the lowest, responsible, responsive vendor meeting the required specifications.

TERMS AND CONDITIONS

- Coles County reserves the right to amend the IFB schedule or issue amendments to the IFB at any time. Coles County also reserves the right to cancel or reissue the IFB, to reject any or all bids, to waive any irregularities or informalities in the selection process, and to accept or reject any item of combination of items. Coles County reserves the right to request clarification of information from any Vendor or to request supplemental material. Coles County reserves the right to accept any agreement deemed by the agency to be in its best interest. This IFB does not obligate Coles County to accept or contract for any expressed or implied service.
- Although the contract will be executed by Coles County, funding is being provided through the Illinois Department of Transportation (IDOT), Division of Public Transportation.
- Vendors will be required to comply with all applicable State of Illinois / IDOT Terms and Conditions.
- Vendors will be required to comply with all applicable Equal Employment Opportunity laws and regulations. Certified Disadvantaged Business Enterprises

are encouraged to participate in any procurement opportunity with Coles County. Coles County shall not discriminate on the basis of race, color, national origin, sex, or disability in the participation or performance of any resulting contract or agreement.

- Coles County will not reimburse any Vendor for any of the costs involved in the preparation and submission of responses to this IFB or in the preparation for and attendance at subsequent interviews.
- Vendor shall thoroughly examine and become familiar with these terms and conditions. The failure or omission of any Vendor to receive or examine this document shall in no way relieve any Vendor of obligations with respect to this IFB or the subsequent contract/purchase order.
- Coles County is a tax-exempt entity.
- Vendors must register and possess a valid public contracts eligible bidder number from the Illinois Department of Human Services (IDHR) in order for a bid to be considered. For instructions to obtain an IDHR number, please access the following link <https://dhr.illinois.gov/public-contracts.html> .

SECTION 2: BUS SHELTER SPECIFICATIONS AND VENDOR REQUIREMENTS

All equipment is to be new and unused and the latest model offered. This IFB is for the purchase of seven (7) of the following described bus shelters.

Following are the **minimum** specifications for the shelters. Please make note if a specification is not met and explain variance.

Coles County reserves the right to adjust the number of shelters purchased based on funding limitations.

Each shelter shall measure approximately 10' x 5'.

Each shelter shall have a poly-hip roof and three sides.

Side panels shall be composed of abrasion resistant polycarbonate (transparent).

Each shelter shall have an attached 44" to 48" vagrant resistant bench with back rest.

All metal components are to be powder coated with paint RAL color 9005.

Delivery of shelters shall be within 180 days of issuance of a purchase order.

Bid should include shipping costs and any adjustments for multiple units.

Bid should contain installation cost as Coles County does not plan to use its own forces to assemble and install.

Shelter items or kits damaged in transit (with photos of damage upon receipt of shipment) shall be returned to the bidder at their cost. Bidder shall assume cost and responsibility of replacement of and shipping of damaged item(s).

A sample diagram of a bus shelter has been included in this IFB to demonstrate the type of structure desired (see page 15).

SECTION 3: DISTRICT & STATE REQUIRED CLAUSES

TERMINATION

Coles County may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. 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 be paid the Contractor. If the Contractor has any property in its possession belonging to Coles County, the Contractor will account for the same, and dispose of it in the manner Coles County directs.

LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.

OWNERSHIP OF DOCUMENTS

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

METHOD OF PAYMENT

The Contractor shall submit an invoice for payment at the time of delivery of the bus shelters, but no later than 30 days after delivery. Payment will be made within 30 days of DAR's acceptance of the equipment. DAR shall notify the Contractor within ten (10) working days after delivery of the acceptance or non-acceptance of the equipment. Upon acceptance of the equipment and receipt of the invoice, the invoice shall be paid within two (2) weeks. The maximum compensation to be paid shall be the bid amount, plus or minus changes approved by Coles County.

CONTRACT PERIOD

The contract(s) resulting from this IFB shall begin at the time of award notification.

FINANCIAL ASSISTANCE ACKNOWLEDGEMENT

Contracts resulting from procurement solicitations are subject to financial assistance agreements between Coles County, the Illinois Department of Transportation, and/or the United States Department of Transportation.

PROHIBITED INTEREST OF LOCAL OFFICIAL

No member, or officer, or employee of Coles County, or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

CONTRACT CHANGES

Any proposed change in this contract shall be submitted to Coles County for its prior approval.

SUBCONTRACTS

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of Coles County. All such subcontracts and agreements shall be approved by Coles County.

VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor must provide proof of Registration with the Illinois Department of Human Rights.

ASSIGNMENT

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of Coles County. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. Coles County reserves the right to accept or reject any such assignment, although Coles County acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

RETENTION OF RECORDS

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following Coles County's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that Coles County or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

GOVERNMENT INSPECTION

The Contractor shall permit the authorized representatives of Coles County, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by Coles County, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

INSURANCE

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to Coles County.

All insurance policies shall be written with a company or companies licensed to conduct business within the Commonwealth of Illinois and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name Coles County as additional insured on General, Business Auto and Excess Umbrella liability policies by endorsement to the policies.

Insurance policies shall be endorsed to give Coles County 30 days written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, Coles County retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Auto policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to Coles County within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by Coles County. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to Coles County. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of Coles County or its representatives.

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to Coles County and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required. The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

A. **Statutory Workers' Compensation and Employer's Liability Insurance**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (policy limit)	\$500,000
Bodily Injury by Disease (each employee)	\$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

B. Vehicle Liability Insurance - either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Owned, Hired or Non Owned (per accident)	\$1,000,000
Medical Payments (each person)	\$ 5,000
Comprehensive (\$5,000 deductible – maximum)	Actual Cash Value

Collision (\$5,000 deductible – maximum)

Actual Cash Value

- C. Comprehensive General Liability Insurance – (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Payments – any one person	\$ 5,000

PROTEST PROCEDURES

Protests must be filed in writing within five (5) working days of the award notification. All protests must contain the following information: 1) Name of protester; 2) Solicitation number; 3) Statement of grounds for protest; 4) all supporting documentation. All protest documents should be sent to the Program Compliance Oversight Manager (PCOM) at 650 Jackson Ave, Charleston, IL 61920.

The PCOM will review the Bidder's protest and make a determination. The protesting Bidder as well as all other registered Bidders will be notified by certified mail of the PCOM's decision within five (5) working days of receipt of the protest.

If the protesting Bidder wishes to appeal the PCOM's decision, he/she must file an appeal in writing to the Chairman of the Board at the address given above within five (5) working days of initial decision. The Board will make a determination on the appeal at its first regularly scheduled meeting following the receipt of the appeal.

The Illinois Department of Transportation will entertain a protest of this final decision only under the following three conditions: 1) if the grantee failed to have or to follow its protest procedures; 2) if the grantee failed to review a complaint or protest; and 3) if data becomes available that was not previously known, or there has been an error of law or regulation.

These protest procedures will be followed unless the individual specifications/bid package indicates otherwise.

SECTION 4: BID FORM – BUS SHELTERS

By signing below, Bidder certifies that the product to be supplied meets or exceeds the specifications provided herein. Bidder agrees to all terms, conditions and clauses in the IFB, which are incorporated herein by reference. Conditional bids will not be accepted. The purchase order and all referenced inclusions shall constitute the entire understanding and there shall be no representations, promises, terms, conditions, obligations, warranties or undertakings made other than as set forth in the purchase order and its inclusions.

<i>Qty</i>	<i>Description</i>	<i>Cost</i>	<i>Notes</i>
7	Bus Shelter Cost Including bench		
7	Warranty Costs		
7	Shipping & Delivery		
	Misc Costs (Specify)		
	TOTAL for 7 Shelters		

Approximate delivery timeline from issuance of purchase order _____

Warranty on Equipment: _____

Is Company a Certified Disadvantaged Business Enterprise? Yes No

If yes, in what state certified? _____

Company Name

Company Address

Authorized Rep Name/Title

Authorized Rep Signature

Date

BID AUTHORIZATION / ACKNOWLEDGEMENT OF ADDENDA

THE UNDERSIGNED agrees to be bound by all applicable state laws and regulations, the accompanying specifications and the Coles County’s policies and procedures. And further agrees to be bound by amendments to the same.

THE UNDERSIGNED, by submitting a Bid, represents that:

- a. The submitting Bidder/Vendor has read and understands the requirements of the IFB and agrees to comply with all state rules and regulations applicable to this IFB.
- b. Failure to comply with any terms of the IFB may disqualify the submitting Bidder/Vendor as non-responsive.
- c. The price, terms, and any other conditions quoted will remain valid for a period of 120 days from the due date of this IFB.

THE UNDERSIGNED certifies that this bid has been derived independently and is submitted in the spirit of free and open competition, without limiting characteristics or influence.

THE UNDERSIGNED certifies that all addenda to this Invitation for Bids have been received and duly considered, with evidence of receipt as follows:

_____	_____
Addendum No.	Dated
_____	_____
Addendum No.	Dated
_____	_____
Addendum No.	Dated

WE, THEREFORE, OFFER AND MAKE THIS BID TO SUPPLY BUS SHELTERS:

Name of Company / Interested bidder

Address, City, State, Zipcode

Telephone Number

Fax Number

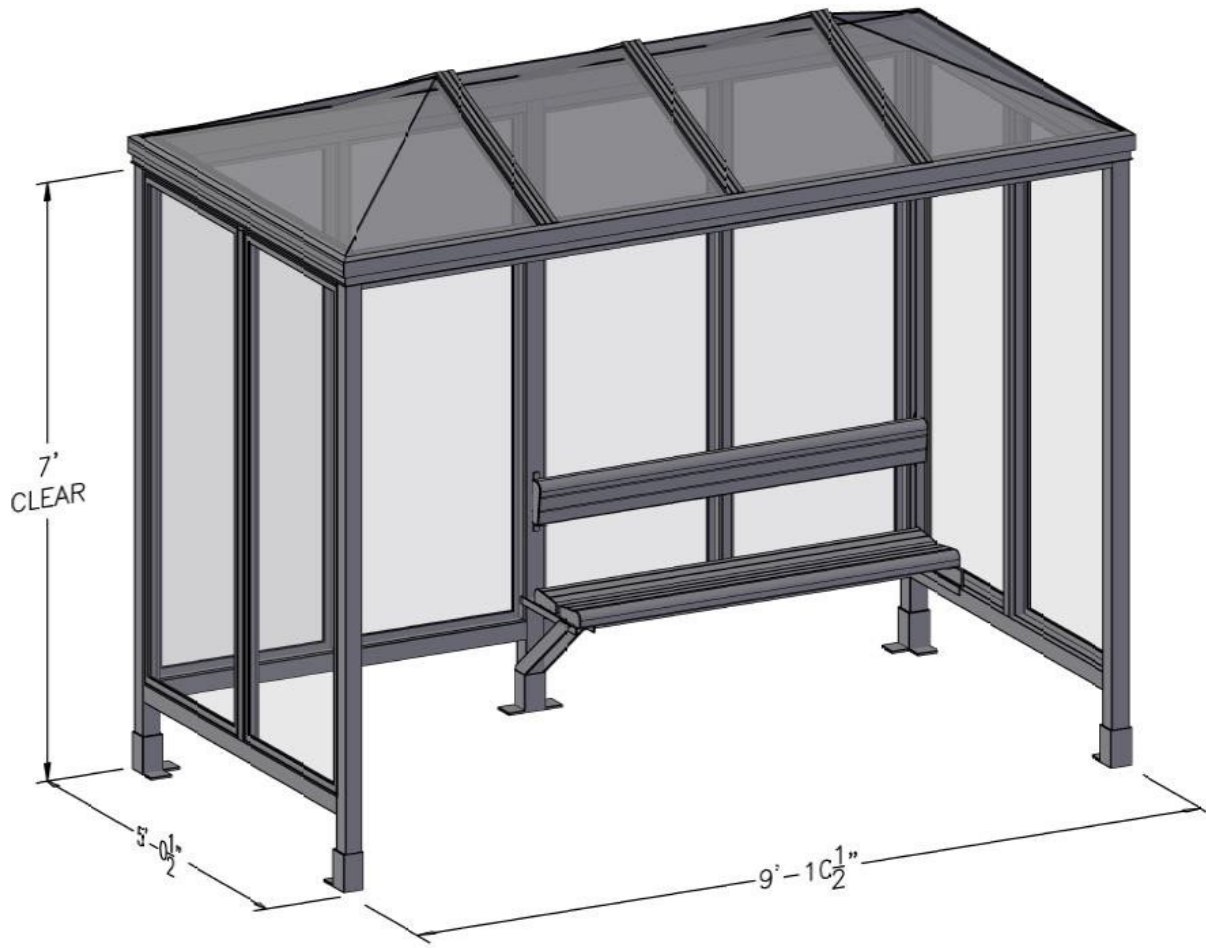
Email Address

Federal Tax ID Number (FEIN)

Signature of Authorized Official

IL Dept of Human Rights number (required)

Printed Name of Authorized Official



VENDOR CHECKLIST

This form must be completed and returned with the forms indicated. Failure to return this form may be cause for considering your Bid non-responsive.

	Vendor Check-Off	Coles County Check-Off
Section 2- Bus Shelter Specs Page 7	_____	_____
Section 4- Bid Form and Acknowledgement of Addenda, pages 13 and 14	_____	_____
Detailed assembly/installation Instructions	_____	_____
Any other information to better explain pricing, warranty, etc., or to demonstrate compliance with specifications (optional)	_____	_____