



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707
fcgov.com/purchasing

Vendor Name: _____

Date: August 8, 2013

REQUEST FOR QUOTATION

The City of Fort Collins Transfort Bus Division is seeking bids from qualified vendors to provide adjustable, efficient and ergonomically-sound Dispatch Center workstations. Transfort is the City's public bus transit system provider.

Please supply price and delivery information per the below referenced requirements.

Respond by Wednesday, September 11, 2013 via fax or email to: David Carey, CPPB, Buyer, City of Fort Collins Purchasing at Fax: (970) 221-6707, Email: dcarey@fcgov.com.

A pre-bid meeting and site inspection with representatives of prospective bidders will be held on Wednesday, August 21, 2013 at 10:30a.m. at the Transfort Facility located at 6570 Portner Road, Fort Collins, CO 80525. **Attendance is mandatory.**

Questions concerning the project should be directed to Craig Dubin, Communications and Administration Manager, City of Fort Collins Transfort Bus Division at (970) 224-6196 or cdubin@fcgov.com.

Questions regarding bid submittal or process should be directed to David Carey, CPPB, Buyer at (970) 416-2191 or dcarey@fcgov.com.

Proposals must include completed attached Bid Form. The City reserves the right to accept any bid, or to reject any or all bids and to waive formalities.

This project involves Federal Transit Administration (FTA) funding.

The contracting mechanism between City and Vendor will be a Purchase Order issued by the City which includes both Purchase Order Terms and Conditions and Federally required Federal Transit Administration (FTA) Contract Clauses.

REQUIREMENTS

TRANSFORT DISPATCH CENTER WORKSTATIONS

PROJECT BACKGROUND

The City of Fort Collins Transfort Bus Division is seeking bids from qualified vendors to provide adjustable, efficient and ergonomically sound Dispatch Center workstations. Transfort is seeking a cost-effective turnkey solution which will ensure the efficient use of space, per attached drawings, for the unique operating environment of the work group. The successful bidder will be required to provide independent workstations that allow for independent as well as team-oriented work activities. The Project / Planning office is already intact. City will use in house labor from Operation Services to demolish an existing wall between the MAX work station and the Lead / Schedule work station planned sites.

GENERAL REQUIREMENTS

The vendor will provide:

1. Four (4) independent, adjustable, dual-surface Dispatcher workstations.
2. Separate electric adjustment controls for desk, input (keyboard), and monitor support surface areas. Height adjustments for monitor support and desk surface areas will allow the Dispatcher to perform all tasks in both seated and standing positions.
3. Electric adjustment controls shall provide memory settings to allow multiple users the ability to automatically adjust the height and horizontal adjustments based on the memory setting selection.
4. Monitor support surface area shall be horizontally adjustable and controlled by the electric adjustment controls.
5. Monitor surface must be separately electrically adjustable with electronic controller having digital readout to enable precise position replication and must have provisions for connection to network/computer for software used to control console from computer.
6. Monitor surface must be engineered to anticipate the possibility of technicians needing to stand or kneel on console to service equipment and shall be capable of supporting a 400 lb. static load.
7. Monitor Surface must be wide and deep enough to accommodate up to four (4) - 24" LCD flat panel monitors on a single level without stacking. Looking at monitors from left to right, the monitor surface must be able to accommodate a "U" configuration of:
 - 24" Monitor 1 – Portrait
 - 24" Monitor 2 – Landscape
 - 24" Monitor 3 – Landscape
 - 24" Monitor 4 - Portrait
8. Dispatcher workstations will have a user accessible receptacle with two (2) Ethernet (data) ports and one (1) three-prong AC power access port.

9. Storage space for filing, office supplies, personal storage and CPU placement. Specific requirements are:
 - One (1) CPU storage enclosure to accommodate mini-tower case up to 8" wide x 18" high, minimum of 29" deep.
 - One (1) Drawer Pedestal - 16" w x 28"h x 22"d, with two (2) File drawers (12"h), with gang locking mechanism, pencil tray insert, and side filing conversion bar with capability to hang letter or legal size hanging files.
10. Adequate space for up to four (4) two-way radio units, one (1) phone unit, two (2) speakers, one (1) paging system interface.
 - Input (keyboard) surface width must accommodate two (2) standard keyboards, two (2) standard mice, two (2) radio desk sets (10" W x 8"L x 5"D), two (2) radio pack sets (2"W x 8"L x 2"D), one (1) VoIP telephone (11" W x 8" L x 8" D), two (2) standard computer speakers, or other input devices and still provide room for note taking on either right or left hand side of up to two (2) keyboards and two (2) mice.
11. Modular Panel System to provide for cable management, visual separation of tasks and both sound barrier and sound absorptive functions. Workstation Consoles without panel divider systems do not meet base bid requirements.
12. Workstation shall accommodate both stand-up and sit-down positions in one unit and be in compliance with ANSI/HFES 100 – National Ergonomic Standard guidelines.
13. Input (keyboard), monitor support and fixed height surfaces must be non-glare, high pressure laminate. Laminate color to be selected from standard colors with matte (non-glare) finish.
14. Low-emitting "green" product components and manufacturing processes. GREENGUARD Certification for indoor air quality/emissions must be for the entire workstation.

BID REQUIREMENTS

1. Vendors are requested to bid their lowest and best net price. The unit price for each item offered should include any and all discounts, with net 30 days payment. Discounts should not be shown as such, but rather included in the net bid price.
2. Taxes shall not be included in bid price.
3. Freight terms are F.O.B. destination, freight prepaid.
4. Bids must include the cost of delivery to site, installation and complete set-up, protection of building interiors, and removal of all containers and trash from site.
5. All bidders must clearly identify the height range of the input (keyboard) surface and submit drawings illustrating adjustment range of product bids for this project. Failure to submit drawings illustrating this range will render the bid non-responsive

6. All bidders must clearly identify the adjustment range of the monitor support surface and submit drawings illustrating adjustment range of product bid for this project as well as the monitor mounting. Failure to submit drawings illustrating this range will render the bid non-responsive.
7. All bidders must submit layout drawing(s) illustrating proposed workstations. Failure to submit drawing(s) will render the bid non-responsive.
8. Any bid which does not include all component parts included in this specification and the accompanying drawings or is incomplete in any way will be considered non-responsive and rejected immediately. Quoted unit prices shall be guaranteed for one (1) year from date of installation – plus freight and installation – in any quantity.
9. Product to be delivered and installed no later than the week of November 4, 2013.
10. Delivery and installation will take place at 6570 Portner Road, Fort Collins, CO 80525 between the hours of 7:00a.m. and 5:00p.m. on Monday thru Friday.
11. Supplier must provide sufficient manpower to complete each installation within designated time frame.
12. Installation must be coordinated with City of Fort Collins' designated facilities person and/or subcontractors responsible for takedown/reconfiguration of existing furniture system, electrical, communications and data distribution.
13. All materials, tools, equipment and trash must be removed from project site each day, and installation must be complete ready for occupancy and use by November 8, 2013.

WARRANTY

Minimum warranty requirements are three (3) years from date of customer acceptance or beneficial use and occupancy whichever occurs first. Warranty shall cover all components of console system and include the cost of all labor, parts and transportation. Manufacturer of consoles shall assume primary responsibility for warranty claims – deference to third party suppliers is not acceptable. Customer agrees to assist in troubleshooting procedure.

BID AWARD

Bid will be awarded to the lowest responsive and responsible bidder that best meets the requirements listed.

BID FORM

(Completed Form to be included with other vendor bid information.)

Job Name: Transfort Dispatch Center Workstations

Price Each:

\$ _____

Items bid meet or exceed the requirements listed on Pages 2, 3, and 4 of RFQ Document without exception: **Yes** ___ **No** ___

If not, please list exceptions on a separate sheet and attach to your bid.

Indicate delivery times: _____

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR TRANSFORT DISPATCH CENTER WORKSTATIONS PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

Vendor Name: _____

Address: _____

Telephone #: _____ Email: _____

Respondent Name: _____
(Please Print)

Title: _____

By: _____
(Signature)

Date: _____

In addition to the City of Fort Collins Standard Purchase Order Terms and Conditions, the following Federal Transit Administration (FTA) Contract Clauses apply to each job, details attached:

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
3. ACCESS TO RECORDS AND REPORTS
4. FEDERAL CHANGES
5. TERMINATION
6. CIVIL RIGHTS REQUIREMENTS
7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
10. ENERGY CONSERVATION REQUIREMENTS
11. CARGO PREFERENCE REQUIREMENTS
12. ADA ACCESS
13. CITY OF FORT COLLINS BID PROTEST PROCEDURES

Federally Required Federal Transit Administration (FTA) Contract Clauses for Purchases where only a Purchase Order is used as the contracting mechanism.

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and 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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges 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 contract, 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 contract or the FTA assisted project for which this contract 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 a contract 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

Access to Records - The following access to records requirements apply to this Contract:

A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, 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 C.F.R. 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)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. 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.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, 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).
- D. FTA does not require the inclusion of these requirements in subcontracts.

4. 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 the Master Agreement between Purchaser 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.

5. TERMINATION

a. Termination for Convenience The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best 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 the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

b. Termination for Default If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to The City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

(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 FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of 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 60 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 FTA may issue.

(b) 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 FTA may issue.

(c) 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.

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

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.9 %**. A separate contract goal **[has not]** been established for this procurement.

b. 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 **City of Fort Collins** 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/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. 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 the **City of Fort Collins**. In addition, **Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Fort Collins and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify **City of Fort Collins** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its 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 **City of Fort Collins**.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (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 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 City of Fort Collins requests which would cause the City of Fort Collins to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By accepting this purchase order, the vendor or contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Fort Collins. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition

to remedies available to the City of Fort Collins, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. ENERGY CONSERVATION REQUIREMENTS

Energy Conservation - The contractor agrees to comply with 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.

11. CARGO PREFERENCE REQUIREMENTS

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. 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; b. 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 loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean 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 FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. ADA Access

Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

13. CITY OF FORT COLLINS BID PROTEST PROCEDURES

The City of Fort Collins has a protest procedure, covering any phase of solicitation or award, including but not limited to specification or award. The protest procedures are available from the Purchasing Department, City of Fort Collins, 215 N. Mason, Street, 2nd Floor, P. O. Box 580, Fort Collins, CO. 80522. You may also request a copy of the procedures by emailing: Purchasing@fcgov.com or calling 970-221-6775.