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# REQUEST FOR PROPOSALS

## TRANSIT ADVERTISING PROGRAM

**RFP 18-19-003**

March 21, 2019



## **REQUEST FOR PROPOSALS TRANSIT ADVERTISING PROGRAM**

The Luzerne County Transportation Authority (LCTA), the public transportation provider in Luzerne County, Pennsylvania, in accordance with directives from the U.S. Department of Transportation and the Pennsylvania Department of Transportation, is seeking proposals for the sale and servicing of all exterior advertising space on LCTA's active fleet and at bus shelter locations.

All proposals and related documents will be subject to the financial assistance contract between the Federal Transit Administration (FTA), the Pennsylvania Department of Transportation (PennDOT) and LCTA. LCTA will not discriminate against any bidder because of race, color, religion, sex, or national origin. Any firm or person who enters into a contract with LCTA must agree to comply with any and all FTA and Commonwealth of PA laws regarding the prohibition of discrimination. All proposers, by submitting a proposal, shall accept the affirmative duty to ascertain and comply with such laws.

Copies of the RFP package can be requested by e-mail at [lurtiz@lctabus.com](mailto:lurtiz@lctabus.com) or obtained from our website, [www.lctabus.com](http://www.lctabus.com). Any firm obtaining the RFP package from LCTA's website must register with Lou Uritz, via e-mail, in order to submit a proposal or to receive addenda or other correspondence. All questions regarding the RFP are to be directed to Norm Gavlick Executive Director at [ngavlick@lctabus.com](mailto:ngavlick@lctabus.com) and Lorri Vandermark-Palovchak Manager of Public Relations at [lvandermark@lctabus.com](mailto:lvandermark@lctabus.com).

One (1) original and three (3) copies of the proposal must be submitted in the format outlined and marked "Transit Advertising Program RFP 18-19-003." Completed proposal packages are due at the offices of LCTA no later than noon (12 P.M. EST) on April 17, 2019. Proposals should be addressed to:

Lou Uritz Transit Advertising Program (RFP 18-19-003)  
Luzerne County Transportation Authority  
315 Northampton St.  
Kingston, PA 18704

Proposals received later than noon (12:00 P.M. EST) on April 17, 2019 shall be rejected. The Luzerne County Transportation Authority reserves the right to postpone, accept or reject any and all proposals, in whole or in part, or to waive any and all informalities as it deems in its best interest. Any person or firm on the list of ineligible contractors for state & federally assisted projects is not an eligible proposer. The Authority solicits and encourages Disadvantaged Business Enterprise and small business participation and as such will be afforded full consideration and will not be subject to discrimination.

## 1.1 Submission Instructions

LCTA desires to contract with a qualified proposer for the sale and servicing of exterior advertising space on LCTA's active fleet and at bus shelter locations. LCTA reserves the right to reject any and all proposals as a result of this request or to negotiate separately with competing proposers.

### 1.1.1 Quantity

The proposer shall submit one (1) original and three (3) copies of its proposal. Any attachments or supplemental material will only require a single copy.

### 1.1.2 Due Date

In order to be considered, proposals must be received at LCTA's administrative office by noon (12:00 P.M. EST) on Wednesday, April 17, 2019. Failure by the U.S. Postal Service or other delivery service used to deliver proposals on time shall result in the proposal not being opened or considered. Proposals should be clearly marked "Transit Advertising Program RFP 18-19-003" and delivered to:

Lou Uritz (RFP 18-19-003)  
Luzerne County Transportation Authority  
315 Northampton St.  
Kingston, PA 18704

### 1.1.3 Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. LCTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and the Pennsylvania Sunshine Laws.

### 1.1.4 Forms

Appendices A, B & C of this solicitation contain certain forms that are mandatory in the proposal process. These forms must be executed and submitted in their exact format in order for the proposal to be considered responsive. Precise, unedited computer reproductions to expedite the proposal preparation process are acceptable.

### 1.1.5 Availability of Electronic Version of this Document

The Request for Proposal and all related forms contained herein are available electronically in Portable Document Format (PDF). Interested parties who desire an electronic copy of this document should contact Lou Uritz ([luritz@lctabus.com](mailto:luritz@lctabus.com)) or obtained from our website, [www.lctabus.com](http://www.lctabus.com). Files will be sent via e-mail to the requesting party. LCTA does not warrant the integrity or format accuracy of any file or document sent in this manner.

## 1.2 Questions Concerning the Project

### 1.2.1 Verbal and Written Questions

Prospective proposers are encouraged to submit substantive questions, comments, and concerns in writing. Written questions no later than 3:00 P.M. EST on April 5, 2019 will be answered in writing and distributed via addendum to those listed on the RFP distribution list, including those firms who registered after obtaining a copy of the RFP from the website. Questions should be addressed to Norm Gavlick ([ngavlick@lctabus.com](mailto:ngavlick@lctabus.com)) & Lorri Vanermark ([lvanermark@lctabus.com](mailto:lvanermark@lctabus.com)) at LCTA at 315 Northampton St., PA 18704. E-mailed questions will be considered written; however, no telephone solicitations will be honored.

## 1.3 On-Site Interviews

LCTA reserves the right to conduct on-site interviews with one or more of the top ranked proposers as part of the evaluation and selection process.

## 1.4 Proposal Format

### 1.4.1 General

LCTA desires to contract with a qualified proposer for the sale and servicing of exterior advertising space on LCTA's active fleet and at bus shelter locations. The initial contract period of performance shall be for three years. There will be two additional one year options which may be executed by LCTA at its discretion. LCTA reserves the right to reject any and all proposals received as a result of this request or to negotiate separately with competing proposers.

### 1.4.2 Submission of Supplemental Material

Proposers will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the proposal, not contained in the proposal itself. Only one copy of any supplemental material should be submitted.

### 1.4.3 Minimum Requirements – Technical Proposal

At a minimum, each technical proposal should contain the following elements organized in the following fashion and in the order listed.

- **Cover:** RFP project title and proposer's name
- **Letter of Transmittal:** This letter must include the name, address, and phone number of the proposer's contact person and that of the firm and the period of time for which the offer will be honored, which should be at least 90 days from the date of the proposal. One original must be signed by an authorized officer of the proposer.
- **Official proposal form** – See Appendix B

- **Table of Contents**
- **Proposal:** The proposal shall be a comprehensive, accurate and effective presentation. Three (3) copies should be submitted. The proposal shall be submitted on 8 ½" x 11" paper with foldouts as required. No more than 30 sheets (60 pages) should be contained in the proposal and printing on both sides of the sheets will be permitted.
- **Section 1 – Firm Profile** – The proposer should include a company history including the size of the firm, the qualifications of key personnel assigned to this project, and the location of the office that will service this proposal. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and firm that is to serve as principal should be noted, if applicable.
- **Section 2 – Experience** – The proposer should state the length of time it has provided advertising sales and management services requested in this RFP and specifically highlight and transit advertising experience. The proposer should also include five references (business name, contact person, address, phone number, and e-mail address) for which similar work has been performed. The proposer shall also include a sample printed ad in similar size and quality to those that would be placed in LCTA's buses.
- **Section 3 – Work Plan** – The proposer should include an explanation of its marketing strategies to promote transit advertising; and include a cost schedule for print services provided to potential customers.
- **Section 4 – Revenue Outline Form** – See Appendix C. This form requires the proposer to list the annual guaranteed dollar minimum and minimum revenue share percentage. The initial contract period of performance shall be for three years. There will be two additional one year options which may be executed by LCTA at its discretion. The Luzerne County Transportation Authority will not be responsible for expense incurred in preparing and submitting the proposal. Such costs should not reduce any revenue listed on Appendix C.
- **Section 5 – Appendix A** – The proposer must indicate its compliance with certain Federal and State Executive orders, laws, statutes, and regulations to be considered for award.
  - Commonwealth of Pennsylvania Non-discrimination Clause
  - Receipt of Addenda (submit whether or not any addenda are issued)
  - Energy Conservation
  - Access to Records
  - Federal Changes
  - Recycled Products
  - No Federal Government Obligations to Third Parties
  - Program Fraud and False or Fraudulent Statements Related Acts
  - Termination
  - Suspension and Debarment
  - Civil Rights (EEO, Title VI & ADA)
  - Breaches and Dispute Resolution
  - DBE Certification
  - Incorporation of FTA Terms
  - Lobbying
  - Clean Air
  - Clean Water
  - Fly America
  - Buy America
  - Non-Collusion Affidavit
  - LCTA's Protest Procedures

## 1.5 Disadvantaged Business Enterprise

If not addressed under subcontractors, please identify any participation in the project by a disadvantaged business enterprise. A listing of all certified DBE firms in the Commonwealth of Pennsylvania can be viewed at [www.paucp.com](http://www.paucp.com).

The Luzerne County Transportation Authority (LCTA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. LCTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, LCTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of LCTA to ensure that DBE's as defined in Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
5. To help remove barriers to the participations of DBE's in DOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE Program.

The LCTA Compliance Officer has been delegated as the DBE Liaison Officer. In that capacity, the Compliance Officer is responsible for implementing all aspects of the DBE Program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by LCTA in its financial assistance agreements with the Department of Transportation.

LCTA has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. LCTA's policy statement will appear in local and transit-oriented publications once a year and will be included in all Requests for Proposals and Invitations for Bids; questions related to LCTA's DBE program should be directed to Fank Knorek, DBE Liaison Officer at [fknorek@lctabus.com](mailto:fknorek@lctabus.com).

## 1.6 Contract

### 1.6.1 Award of Contract

LCTA anticipates award of a contract at its regularly scheduled Board meeting on April 23, 2019. A Notice to Proceed is anticipated within one (1) month, following receipt of necessary documentation, such as insurance certificates from the selected proposer.

## 1.7 Evaluation Methodology

### 1.7.1 Evaluation Criteria

Proposals for this project shall be evaluated by a committee using the following rank-ordered criteria with their respective weights:

- **Proposer Experience – 35%** This category includes responses from references and qualifications of the firm, including experience in the transit industry.
- **Revenue Outline – 35%** This category includes the guaranteed annual minimum dollars and the minimum revenue share percentage for the five year contract term.
- **Proposed Work Plan – 30%** This category includes the proposed marketing plan to promote transit advertising, and pricing for print services.

### 1.7.2 Evaluation Committee

LCTA shall form an Evaluation Committee for this solicitation. Proposers shall not contact any member of the Evaluation Committee during this procurement other than the contact name specified in the RFP.

Each committee member will review all proposals individually and complete an evaluation form. Once all forms are completed and tabulated, the committee will convene to recommend a proposer to the LCTA Board of Directors. Interviews between the committee and finalists may or may not be necessary.

The committee reserves the right to accept or reject any or all proposals.

## 1.8 Proposal Summary

### 1.8.1 Procurement Schedule (Tentative)

Advertisement of Request for Proposal	March 21, 2019
Release Date for RFP	March 21, 2019
Deadline for written questions	April 5, 2019
Proposals due	April 17, 2019
Contract Award / Notice to Proceed	April 24, 2019

## 2.1 Project Goals

### 2.1.1 General Goals

LCTA desires to contract with a qualified firm for the sale and servicing of exterior advertising space on LCTA's active fleet and at bus shelter locations. The initial contract period of performance shall be for three years. There will be two additional one year options which may be executed by LCTA at its discretion.



## 2.2 Bus Shelter Advertising Program

### 2.2.1 Goals

Advertising will be permitted on all shelters identified in this RFP. These locations will become the standard locations for placement ads on the city-wide shelters and (benches if available), through the term of the agreement. The successful proposer would maintain, install, and display advertising for all shelters. LCTA reserves the right to close or add specific shelter(s) as required due to among other reasons route changes and lack of passenger use. LCTA reserves the right to utilize the inside of one Plexiglas panel on each shelter for schedule and route information.

### 2.2.2 Locations of Existing Bus Shelters (See Appendix F)

The following is a list of current shelters (municipality and street location). Additional shelter locations will be determined by LCTA.

Market St. in front of Army at the end of 3rd Ave. <i>Inside</i>	300 Market Street	Kingston
In front of Fjoo's Drug Store <i>Inside</i>	495 Memorial Hwy.	Dallas
Dan Flood Apartments in Plymouth on Washington and Main St. at Bull Run. <i>Inside</i>	100-198 East Main Street	Plymouth
Broad St. and Market St in at Nanticoke Square <i>Inside</i>	2-16 East Broad Street	Nanticoke
Kosciuszko St. and Main St. in Nanticoke at CVS/Mill Memorial Library <i>Inside</i>	542 East Main Street	Nanticoke
Kosciuszko St. and Middle Road in Nanticoke at Birchwood Nursing Home <i>Inside</i>	400 Middle Road	Nanticoke
Between the back of Timber Ridge and Bear Creek Blvd. <i>Inside</i>	290 Bear Creek Blvd.	WB Township
S. Washington and Saint Mary's, just before South St. Bridge <i>Inside</i>	163-199 South Washington Street	Wilkes-Barre
Sherman St. and Amber Lane, by City Heights Elementary School <i>Inside</i>	32-38 N. Sherman Street	Wilkes-Barre
Across from General Hospital Entrance and W. Maple St. <i>Inside</i>	500-538 North River Street	Wilkes-Barre
John Heinz Rehabilitation <i>Inside</i>	1-83 Heinz Drive	WB Township
Wyoming Ave. in front of Gerrity's. Across from Shared Ride Office <i>Inside</i>	200-2008 Wyoming Ave.	Forty-Fort
Wyoming Ave. and 6th Street, between old Januzzi's and the cemetery <i>Inside</i>	187 Wyoming Ave.	Wyoming
Main St. and Center St. in Shavertown <i>Inside</i>	1-17 East Center Street	Shavertown
Route 309 and Church St., across from Carverton Road <i>Inside</i>	1-79 South Memorial Hwy.	Trucksville
Route 309 and Hillside Road <i>Inside</i>	364 South Memorial Hwy	Trucksville
Northampton St. and Watson St., under the overpass <i>Inside</i>	676-702 East Northampton Street	WB Township
Lake Street, just before Misericordia University <i>Inside</i>	209-217 Lake Street	Dallas
Leaving the Meadows Nursing Home on W. Center Hill Road <i>Inside</i>	2-44 West Center Hill Road	Dallas
Coal Street and Empire Street <i>Inside</i>	316 North Empire Ct.	Wilkes-Barre
Coal Street and Meade Street <i>Inside</i>	86 North Meade Street	Wilkes-Barre
Courtright Street and River Street <i>Inside</i>	1318 North River Street	Plains Township
San Souci Parkway in front of Gerrity's Super Market <i>Inside</i>	2278-2280 San Souci Parkway	Hanover Township
Main Street in front of Fire Station in Old Forge <i>Inside</i>	300-306 South Main Street	Old Forge
Bear Creek Blvd. at Wilkeswood Drive	100-104 Bear Creek Blvd.	WB Township

### 2.2.3 Shelter Description

Standard transit shelters are pre-fabricated structures constructed of glass, Plexiglas, plastic, and metal secured to a concrete pad.



## 2.2.4 Maintenance Plan (for all assets: Shelters & Vehicles)

### Maintenance of Advertisements:

- The Contractor shall be solely responsible to keep and maintain all the displayed ads in good condition.
- Production, supply, installation and maintenance of advertisements; all advertising materials displayed on LCTA's available assets shall be of a quality so as to maintain an attractive appearance and to withstand the elements and general asset maintenance (e.g. cleaning)
- Remove unapproved or damaged ads within 24 hours of written notice.
- Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated Materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed; all advertisements must be kept up to date.

## 2.2.5 Additional Requirements

- LCTA reserves the right to utilize the inside of one Plexiglas panel on each shelter for schedule and route information.
- Any unsold spaces will become available to LCTA for the purpose of inserting self-promotion signs. With LCTA's approval, these signs may be removed by the vendor to clear space for paid advertising.
- LCTA shall retain the right to use a number of assets for promotional use, including cooperative campaigns with either public agencies or private businesses. (see Section 3.1.5)

## 2.3 Bus Advertising Program

### 2.3.1 Goals

The successful proposer shall provide art, production, installation, and removal of advertising on the exterior of LCTA's active revenue fleet in accordance with LCTA's related procedures and policies. LCTA reserves the right to pre-approve and if necessary remove any and all advertising that does not comply with LCTA's related procedures and policies. (See section 3.1.2 LCTA Advertising and Appendix G - LCTA Advertising Policy)

### 2.3.2 Advertising Space

LCTA's fixed route revenue fleet is comprised of (37) 35' buses (with two 26' sign tracks), (2) 28' buses (with two 20' sign tracks) & (1) Trolley. LCTA also has a fleet of 46 Ford E450 paratransit vans that are approx. 25' in length and 3 Dodge Caravans.

Currently, there are three sizes available for exterior advertising on 37 of our 35' buses. They are as follows:

King Size: 30" X 144" (driver's side of bus)  
Queen 30" X 88" (entrance side of bus)  
Size: Tail: 21" X 70"

And three sizes available for exterior advertising on 2 of our 28' buses...

\*36" X 108"(driver's side)  
\*30" X 96"(entrance side)  
\*24" X 48" (tail)

All exterior advertisements are secured to the bus using metal frames or adhesive decal. LCTA reserves the right to remove any advertising that is no longer securely fastened to the frame and would constitute a hazard to the public or become a hazard to operate or maintain the bus.

There are two sizes available for exterior advertising on all 46 of our 25' paratransit vans. They are as follows:

Driver's side of van: 2'h X 6'w  
Entrance side of van: 2'h X 6'w

The exterior advertisements on the paratransit vans should be an adhesive decal. None of these vehicles are outfitted with frames currently, but LCTA would consider other options.

Bus wraps (Full Wrap & King Kong Half-Wrap) are another advertising option on all of LCTA's fleet.

The successful proposer will be responsible for the sale, design and production of these wraps. All wrap designs must be pre-approved before production may commence. While the cost of the installation and removal of the wraps is the responsibility of the successful proposer, the timing of the installation and removal of the wraps must be coordinated with LCTA so as not to disrupt service.

Any damage to LCTA's buses or property during the installation and removal of any advertisements is the successful proposer's responsibility.

### 2.3.3 Audio Advertising – OPTIONAL (For possible future implementation)

The successful proposer has the option to sell audio advertising that will play on the inside of the bus and will scroll across a screen at the front of the bus for hearing-impaired riders. The successful proposer is responsible to produce the advertisement in the digital audio format agreed upon by LCTA.

### 2.3.4 Additional requirements

The removal of monthly ads must take place in a timely manner and all advertisements must be kept up to date. The successful proposer will provide LCTA with a monthly report detailing sales and inventory.

**Please note: all of the sizes listed above are approximate and the successful bidder will be responsible for determining the best size and fit. (Please see Appendix D for additional information & size chart)**

## 2.4 Compensation

### 2.4.1 Revenue Outline

The proposer shall fill out Appendix C (R-S) & (B-S), which requires that compensation be calculated in two ways. First, the proposer must calculate a Minimum Annual Guarantee in dollars and second, as a percentage guarantee of annual advertising revenue derived per display on each shelter or bus/van. If a proposer wishes to use the same gross revenue percentage for bus advertisements and for shelter advertisements, a proposer must still submit the two revenue outline forms which are clearly labeled identifying one for buses/vans (R-S) and one for shelters (B-S). Annual revenue for years 4 and 5 for both rolling stock and shelter revenue methods will be negotiated prior to contract renewal. Contractor shall make monthly payments to LCTA. Said monthly payments shall be made by the 10th working day of each month. Payment shall be for all amounts due to LCTA for the preceding month and shall be based on the compensation structure set forth in the RFP and final signed contract. Said monthly payments shall be accompanied by a schedule which shows the advertisements which were displayed, the gross revenue earned for the advertisement, and the amount of revenues to be earned in the future under existing contracts. A payment not made within (10) days of the due date may be subject to a 5% late fee.

## 2.5 Insurance Coverage

The successful proposer shall procure and maintain for the duration of the contract insurance against claims for injured to persons or damages to property which may arise from or in connection with the performance of work hereunder by the successful proposer, its agents, representatives, employees, or subcontractors.

The successful proposer will be required to submit a Certificate of Insurance duly attested by officers or authorized representatives of the responsible insurance company authorized to do business in Pennsylvania, evidencing that it had obtained coverage herein required. The Certificates of Insurance must identify the types of insurance, the party to be benefited, the effective dates of the insurance, the limits of liability for both bodily injury including death, and property damage, a paragraph pertaining to collapse and explosive hazards, a clause requiring thirty (30) days advance written notice to LCTA of cancellation, and a specific reference to the location and nature of the work.

LCTA must be identified on the Certificate of Insurance as an additional insured to this coverage.

### 2.5.1 Commercial General Liability

The successful proposer shall maintain no limits less than \$1 million combined single life occurrence for bodily injury, personal injury and property damage (or higher depending on the size of the contract).

## 2.5.2 Automobile Liability

The successful proposer shall maintain no limits less than \$1 million combined single life occurrence for bodily injury, personal injury and property damage.

# 3.1 General Information

## 3.1.1 LCTA History

The Luzerne County Transportation Authority currently provides the Wilkes-Barre urbanized area with scheduled mass transportation bus service on routes serving 31 municipalities within the urbanized area. LCTA provides Fixed Route and Shared Ride, Senior Citizen, (MATP) Medical Assistance Transportation & (STEP) Special Transportation Efforts Program service, including complimentary ADA para-transit service which assists persons with disabilities in fulfilling their transportation needs and to meet requirements of the Americans with Disabilities Act of 1990. This special Transportation Efforts Program (S.T.E.P) is available in the General Service Area of the Luzerne County Transportation Authority. This program permits approved disabled persons to ride on vans operated by the Luzerne County Transportation Authority.

**3.1.2 LCTA Advertising:** The Luzerne County Transportation Authority (LCTA) operations are funded by federal, state and local funds including grants as well as fare box revenue. Advertising revenues are an important additional source of revenue that supports the LCTA operations. As such the LCTA will accept advertising on its transit vehicles, facilities and publications. **(Please see Appendix G - LCTA Advertising Policy)**

**3.1.3 Proposer's Responsibilities** (All proposer responsibilities are outlined in this specification under Section 2 and as follows)

Services provided by the PROPOSER shall include, but are not limited to the following:

- marketing/selling of bus advertising
- installation and maintenance of bus advertising
- account, executive and administrative management
- receipt of payment from advertisers
- provide monthly reports detailing sales and inventory of all ads
- provide updated cost schedules regarding the production of the ads
- submit to LCTA's Executive Director the design of all bus wraps prior to production
- adhere to advertisement(s) maintenance plan
- comply with LCTA's policies and procedures
- require access to buses that will not interfere or disrupt service or maintenance schedules
- maintain required insurance coverage
- other work as may be necessary to comply with the requirements contained in the agreement

### 3.1.4 LCTA's Responsibilities

LCTA will:

- Provide a single point of contact once a contract has been negotiated.
- Reserve the right to review any and all advertisements whether they are placed on shelters or buses
- Reserve the right to remove any ads that violate LCTA's policies and procedures. (see Section 3.1.2 LCTA Advertising and Appendix G - LCTA Advertising Policy)
- Provide access to vehicles for the successful proposer to install and remove all ads.

### 3.1.5 Additional Important Information

- All existing contracts for advertising on buses and shelters and such contracts will remain the property of LCTA with no financial obligation or liability to contractor.
- Framed advertisements will be permitted on paratransit vehicles. The maximum usable space is limited however; it will be up to the contractor to develop uniform sizes of frames for each vehicle so that advertisements may be consistently applied to various vehicle types. Care should be taken to reduce exterior damage when installing frames. However it will be the contractor's responsibility to purchase, install, and maintain advertising frames, as well as the cost for any damage to vehicles when installing frames.
- If requested and approved in writing by LCTA, contractor may utilize unsold advertising space to further sale of such space.
- Space availability for advertising on LCTA vehicles may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles or new bus designs or configurations which do not allow for exterior advertising capability.
- LCTA shall retain free advertising space on and in its vehicles in the following quantities: **(ALL)** interior cards, all brochure racks on board buses, and seven percent (**7%**) of the entire revenue fleet's exterior space each year of the contract. (this percentage may change during the term of the contract if agreed upon by LCTA and awarded contractor)
- LCTA reserves the right to use any unsold exterior bus side or back advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of LCTA, with the understanding upon notification and LCTA approval these signs may be removed by the vendor to clear space for paid advertising. Production of any advertising materials for this purpose is the responsibility of LCTA.

## APPENDIX A – REQUIRED FORMS AND CERTIFICATIONS

**Please be sure to review and execute, where appropriate, each of the following affidavits, certifications, and assurances. Failure to do so will render your proposal non-responsive and it will not be granted further consideration.**

- Commonwealth Of Pennsylvania Non-Discrimination Clause
- Receipt of Addenda (submit whether or not any addenda are issued).
- Energy Conservation
- Access to Records
- Federal Changes
- Recycled Products
- No Federal Government Obligations to Third-Parties
- Program Fraud and False or Fraudulent Statements Related Acts
- Termination
- Suspension and Debarment
- Civil Rights (EEO, Title VI & ADA)
- Breaches and Dispute Resolution
- DBE Certification
- Incorporation of FTA Terms
- Lobbying
- Clean Air
- Clean Water
- Fly America
- Buy America
- Non-Collusion Affidavit
- LCTA's Protest Procedure

**COMMONWEALTH OF PENNSYLVANIA**  
**NON-DISCRIMINATION CLAUSE**

1. Contractor shall not discriminate, against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not 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.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement(s) or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that the Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause. The Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. The Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and will all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be



terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contractor Compliance Regulations, pursuant to PA Code Chapter 49.35 of these regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. The Contractor shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.

9. The Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Wherever herein above the word Contractor is used it shall also include the word Engineer, consultant, Researcher, or other Contracting Party as may be appropriate.

\_\_\_\_\_  
Name of Individual, Partnership, or Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RECEIPT OF ADDENDA**

(If applicable)

**Certification of Receipt of Addenda to the Request for Proposal**

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected. This certification required for all procurements.

Acknowledgement of Receipt of Addenda

The undersigned hereby acknowledges receipt of the following addenda to the above referenced RFP:

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Name of Individual, Partnership or Corporation:

\_\_\_\_\_

Address:

\_\_\_\_\_

Name of Authorized Person:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Title of Authorized Person:

Date:

\_\_\_\_\_

\_\_\_\_\_

## FEDERAL TERMS AND CONDITIONS

### 1. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18

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.

### 2. ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17

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

(1) 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.

(2) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(3) 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.

(4) 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).

(5) FTA does not require the inclusion of these requirements in subcontracts.

3. FEDERAL CHANGES  
49 CFR Part 18

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.

4. RECYCLED PRODUCTS  
42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (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.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS  
31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or 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.

7. TERMINATION (Please see Appendix E for additional information specific to the contract)  
49 U.S.C. Part 18 FTA Circular 4220.1F

(1) Termination for Convenience (General Provision) LCTA 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 LCTA to be paid the Contractor. If the Contractor has any property in its possession belonging to LCTA, the Contractor will account for the same, and dispose of it in the manner LCTA directs.

(2) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, LCTA may terminate this contract for default. LCTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LCTA.

(3) Opportunity to Cure (General Provision) LCTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 LCTA'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 LCTA setting forth the nature of said breach or default, LCTA 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 LCTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

8. 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 signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

#### 9. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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.

#### 10. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the LCTA Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Grant and Procurement Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by LCTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the LCTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

#### 11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

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 0.56%. 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 {insert agency name} 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.

d. 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 LCTA. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by LCTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify LCTA, 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 LCTA

#### 12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### 13. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 14. CLEAN AIR

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 15. CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 16. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### 17. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Incorporation of FTA Terms**

**[FTA Circular 4220.1F](#)**

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 County of Luzerne County Transportation Authority requests which would cause LCTA to be in violation of the FTA terms and conditions.

\_\_\_\_\_  
Authorized Official of Firm

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

## **NON-COLLUSION AFFIDAVIT**

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti- bid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

**FOR BID FOR** \_\_\_\_\_  
(Name of project or item being bid upon)

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. \_\_\_\_\_, its affiliates,  
(Name of my firm)  
subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and  
(Name of my firm)

Acknowledges that the above representations are material and important, and will be relied on  
by \_\_\_\_\_ in awarding the contract(s) for which this  
(Name of my firm)

bid is submitted. I understand and my firm understands that any misstatement in this affidavit  
is and shall be treated as fraudulent concealment from

\_\_\_\_\_  
(Name of public entity)

of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name) (Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

### **Luzerne County Transportation Authority's Protest Procedure**

If a bidder/proposer perceives that a segment of the specifications is either too restrictive for competition or if the bidder/proposer perceives any improprieties in the solicitation or specifications, a written protest must be filed with the LCTA's Executive Director at least five (5) business days prior to bid opening or the due date for proposals. Any protests concerning the award of a contract after the bid opening, or after a public announcement by LCTA of a contractor selection decision, or after an evaluation of proposals submitted under an RFP, must be made within five (5) days after the bid opening, or public announcement in the case of an RFP, in order to permit LCTA the opportunity to resolve the issue prior to contract award.

#### **Contents of Protest to LCTA**

A bidder or proposer filing a protest with LCTA must submit the protest in writing, via certified United States mail with a return receipt request, to Luzerne County Transportation Authority (LCTA) c/o Executive Director, 315 Northampton St, Kingston, PA 18704. The protest must include:

1. The name and address of the bidder;
2. Project number and the number of the solicitation;
3. A detailed and factual statement of the grounds for protest and any supporting documentation. The documentation submitted to LCTA must be fully supported to the extent possible;
4. The desired relief, action or ruling from LCTA.

Following an adverse decision by the Executive Director, the bidder or proposer may file a protest with FTA Regional Office III for resolution.

FTA Review of Protest: A protester must exhaust all administrative remedies with LCTA before pursuing a protest with FTA. Review of a protest by FTA will be limited to:

- (1) LCTA's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) Violations of Federal law or regulation.

Following any adverse decision by the Executive Director, the bidder may file a protest if there has been a violation in connection with 1 and 2 above. An appeal to FTA must be received by the U. S. Department of Transportation, Federal Transit Administration ("FTA"), Region III, 1760 Market Street, Suite 500,



Philadelphia, PA 19103, within five (5) working days of the date the protester learned or should have learned of an adverse decision by the Executive Director or other basis of appeal to FTA.

**Contents of Protest to FTA**

A bidder filing a protest with FTA must submit the protest in writing, via certified United States mail with a return receipt request, to the U. S. Department of Transportation, Federal Transit Administration (“FTA”), Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103. The protest must include:

1. The name and address of the bidder;
2. Identification of the grantee (LCTA), project number and the number of the solicitation;
3. A detailed and factual statement of the grounds for protest and any supporting documentation. The documentation submitted to FTA must be fully supported to the extent possible;
4. A copy of the protest filed with LCTA, and a copy of the LCTA decision, if any; and
5. The desired relief, action or ruling from FTA.

FTA will not consider any data that was not submitted to LCTA. If new data becomes available after the exhaustion of administrative remedies with LCTA, that data should be submitted to LCTA with a request for reconsideration. If the request is denied or if the protestor’s administrative remedies with LCTA are again exhausted, the protester may then submit the new data to FTA.

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submission should be concise, logically arranged, and clear.

Bid protests must be filed with FTA no later than five (5) days after the exhaustion of administrative remedies with LCTA is known or should have been known, whichever is earlier.

\_\_\_\_\_  
Authorized Official of Firm

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

# APPENDIX B – OFFICIAL AUDIT PROPOSAL FORM

Please be sure to complete this form in its entirety. Failure to do so will render your proposal non-responsive and it will not be granted further consideration.

## 1.1 Proposer Guarantee

The proposer certifies that it can and will provide, at a minimum, all services set forth in Sections 2.1 through 2.3.

## 1.2 Proposer Warranties

### 1.2.1

Proposer warrants that it has both a Commercial General Liability insurance policy and an Automobile Liability insurance policy with coverage of not less than \$1,000,000 combined single life occurrence for bodily injury, personal injury and property damage. Proof shall be submitted upon award of the contract.

### 1.2.2

Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

## 1.3 Proposer Small Business Participation

RFP 18-19-003: Transit Advertising Program Date Advertised: March 20, 2019 NAICS Code: 541850
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Average number of employees over the past 12 months: \_\_\_\_\_

Average annual receipts over the past 3 years: \_\_\_\_\_

Type of entity (i.e. sole proprietor): \_\_\_\_\_

\_\_\_\_\_  
Authorized Official of Firm

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

# APPENDIX C – REVENUE OUTLINE FORM (R-S)

## PRICING SHEET ROLLING STOCK

Each year of the agreement, the contractor shall be bound by the following minimum annual guarantee amounts per contract year based upon the list of rolling stock in section 2.3.2 and Appendix D:

<b>Contract Year</b>	<b>Minimum Annual Guarantee</b>	<b>Minimum Revenue Share %</b>
<b>May 1, 2019 through April 30, 2020</b>		
<b>May 1, 2020 through April 30, 2021</b>		
<b>May 1, 2021 through April 30, 2022</b>		
<b>Optional Year 4- May 1, 2022 through April 30, 2023</b>	<b>To be negotiated prior to contract renewal</b>	
<b>Optional Year 5- May 1, 2023 through April 30, 2024</b>	<b>To be negotiated prior to contract renewal</b>	

**The agency (LCTA) is requesting proposals with not less than 64% minimum annual revenue share of annual advertising sales.**

On the 10th working day of each month the advertising company shall pay Luzerne County Transportation Authority the requested minimum 64% (or an agreed upon minimum revenue percentage) or the minimum annual guaranteed payment, whichever is greater.

Luzerne County Transportation Authority reserves the right to increase or decrease the number of vehicles listed on Addendum D during the term of the contract. LCTA shall notify the selected company in the event the fleet should increase or decrease by 10% and if necessary, the minimum annual guarantee will be reviewed and possibly adjusted proportionately by mutual agreement of the parties.

\_\_\_\_\_  
Authorized Official of Firm

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

# APPENDIX C – REVENUE OUTLINE FORM (B-S)

## PRICING SHEET BUS SHELTERS

Each year of the agreement, the contractor shall be bound by the following minimum annual guarantee amounts per contract year based upon the list of shelters in section 2.2.2 & Appendix F:

<b>Contract Year</b>	<b>Minimum Annual Guarantee</b>	<b>Minimum Revenue Share %</b>
<b>May 1, 2019 through April 30, 2020</b>		
<b>May 1, 2020 through April 30, 2021</b>		
<b>May 1, 2021 through April 30, 2022</b>		
<b>Optional Year 4- May 1, 2022 through April 30, 2023</b>	<b>To be negotiated prior to contract renewal</b>	
<b>Optional Year 5- May 1, 2023 through April 30, 2024</b>	<b>To be negotiated prior to contract renewal</b>	

**The agency (LCTA) is requesting proposals with not less than 64% minimum annual revenue share of annual advertising sales.**

On the 10th working day of each month the advertising company shall pay Luzerne County Transportation Authority the requested minimum 64% (or an agreed upon minimum revenue percentage) or the minimum annual guaranteed payment, whichever is greater.

Luzerne County Transportation Authority reserves the right to increase or decrease the number of shelters in section 2.2.2 during the term of the contract. In the event the shelters should increase or decrease significantly, the minimum annual guarantee will be reviewed and possibly adjusted proportionately by mutual agreement of the parties.

\_\_\_\_\_  
Authorized Official of Firm

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



## **APPENDIX E – TERMINATION OR EXPIRATION (Contract Clause 10)**

10. EXPIRATION OR TERMINATION. This contract shall expire or terminate only as set forth in this Agreement as set forth below and herein.

A. This Agreement shall expire on \_\_\_\_\_

B. Either party may terminate this Agreement because of the default of the other provided that the party electing to terminate shall have notified the defaulting party of the alleged violation and said violation shall not have rectified within thirty (30) days thereafter. In the event that COMPANY shall be in default, which default is not rectified under the terms of this Paragraph after notice by LCTA then COMPANY grant of right for display advertising shall cease and terminate. If the LCT A permanently ceases operation of the bus or van system, this Agreement will automatically terminate forthwith, as of the date of the cessation of operation.

Upon termination of this Agreement by expiration, COMPANY shall assign and transfer to the LCTA all contracts for advertising on buses, and such contracts thereupon become the property of LCTA or its assigns. For a period of the sales contract, but in no case to exceed twelve (12) months following contract termination, the LCTA or its assigned sales representative shall pay to COMPANY a negotiated sales commission based on the fair market value of advertising sold for a period of up to twelve (12) months beyond the expiration date of the Agreement.

# APPENDIX F – LOCATIONS OF EXISTING BUS SHELTERS

Location	Address	City
Market St. in front of Armory at the end of 3rd Ave. <i>Inside</i>	300 Market Street	Kingston
In front of Fino's Drug Store <i>Inside</i>	495 Memorial Hwy.	Dallas
Dan Flood Apartments in Plymouth on Washington and Main St. at Bull Run. <i>Inside</i>	100-198 East Main Street	Plymouth
Broad St. and Market St in at Nanticoke Square <i>Inside</i>	2-16 East Broad Street	Nanticoke
Kosciuszko St. and Main St. in Nanticoke at CVS/Mill Memorial Library <i>Inside</i>	542 East Main Street	Nanticoke
Kosciuszko St. and Middle Road in Nanticoke at Birchwood Nursing Home <i>Inside</i>	400 Middle Road	Nanticoke
Between the back of Timber Ridge and Bear Creek Blvd. <i>Inside</i>	290 Bear Creek Blvd.	WB Township
S. Washington and Saint Mary's, just before South St. Bridge <i>Inside</i>	163-199 South Washington Street	Wilkes-Barre
Sherman St. and Amber Lane, by City Heights Elementary School <i>Inside</i>	32-38 N. Sherman Street	Wilkes-Barre
Across from General Hospital Entrance and W. Maple St. <i>Inside</i>	500-538 North River Street	Wilkes-Barre
John Heinz Rehabilitation <i>Inside</i>	1-83 Heinz Drive	WB Township
Wyoming Ave. in front of Gerrity's. Across from Shared Ride Office <i>Inside</i>	200-2008 Wyoming Ave.	Forty-Fort
Wyoming Ave. and 6th Street, between old Januzzi's and the cemetery <i>Inside</i>	187 Wyoming Ave.	Wyoming
Main St. and Center St. in Shavertown <i>Inside</i>	1-17 East Center Street	Shavertown
Route 309 and Church St., across from Carverton Road <i>Inside</i>	1-79 South Memorial Hwy.	Trucksville
Route 309 and Hillside Road <i>Inside</i>	364 South Memorial hwy	Trucksville
Northampton St. and Watson St., under the overpass <i>Inside</i>	676-702 East Northampton Street	WB Township
Lake Street, just before Misericordia University <i>Inside</i>	209-217 Lake Street	Dallas
Leaving the Meadows Nursing Home on W. Center Hill Road <i>Inside</i>	2-44 West Center Hill Road	Dallas
Coal Street and Empire Street <i>Inside</i>	316 North Empire Ct.	Wilkes-Barre
Coal Street and Meade Street <i>Inside</i>	86 North Meade Street	Wilkes-Barre
Courtright Street and River Street <i>Inside</i>	1318 North River Street	Plains Township
San Souci Parkway in front of Gerrity's Super Market <i>Inside</i>	2278-2280 San Souci Parkway	Hanover Township
Main Street in front of Fire Station in Old Forge <i>Inside</i>	300-306 South Main Street	Old Forge
Bear Creek Blvd. at Wilkeswood Drive	100-104 Bear Creek Blvd.	WB Township

## APPENDIX G – LCTA ADVERTISING POLICY

# Luzerne County Transportation Authority (LCTA) Advertising Policy

The Luzerne County Transportation Authority (LCTA) operations are funded by federal, state and local funds including grants as well as fare box revenue. Advertising revenues are an important additional source of revenue that supports the LCTA operations. As such the LCTA will accept advertising on its transit vehicles, facilities and publications.

It shall be the policy of the LCTA to accept commercial advertising for posting in and on LCTA vehicles and other property owned or controlled by LCTA, of its sole choosing, with the objective of maximizing revenue while maintaining standards of decency and good taste without infringing on First Amendment rights of Prospective Advertisers.

Accordingly, LCTA will not accept advertisements that are obscene, unlawful, misleading, libelous or fraudulent. Further, LCTA will not accept advertisements that are non-commercial; that appeal to prurient interests, that are or may be offensive to riders; that glamorize or otherwise promote violence, or sexual conduct, or that are reasonably determined not to be in good taste.

This policy is intended to be an objective and enforceable standard for advertising that is consistently applied. It is also LCTA's declared intent not to allow any of its Transit Vehicles or Property to become a public forum for dissemination, debate or discussion of public issues.

**LCTA makes final decision on all advertisements.**

