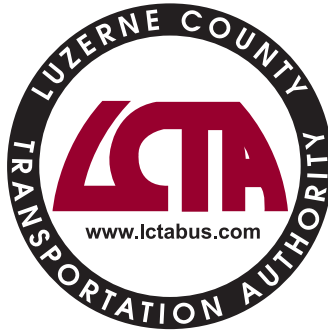


SHARED RIDE
2009 WYOMING AVE.
FORTY FORT, PA 18704
(570) 288-8420
1-800-679-4135
FAX (570) 288-7455



FIXED ROUTE
315 NORTHAMPTON ST.
KINGSTON, PA 18704
(570) 288-9356
FAX (570) 288-7327
www.lctabus.com

REQUEST FOR PROPOSALS

TRANSIT RADIO REPLACEMENT

RFP 19-20-006

January 27, 2021



LEGAL NOTICE



REQUEST FOR PROPOSAL RFP 19-20-006 TRANSIT RADIO REPLACEMENT & MAINTENANCE

The **Luzerne County Transportation Authority** is seeking to replace its two-way radio inventory and two-way radio accessories. The Authority requests proposers to price and offer a full-service installation and programming plan to be executed where practicable on-site at the LCTA Maintenance Facility and/or its Shared Ride location. The service provider for installation and maintenance services must be factory authorized by the equipment manufacturer and have personnel available “at all times” for support and service-related issues.

Questions concerning the scope of the project should be directed to Robert Lauer, Interim Director of Operations at: rlauer@lctabus.com.

Questions regarding bid submittal or process should be directed to Lou Uritz, Procurement Manager at: luritz@lctabus.com.

A copy of the Proposal may be obtained as follows:

1. Download the Proposal/Bid online at: www.lctabus.com
2. Request by email: luritz@lctabus.com
3. Contact Lou Uritz at LCTA (570) 855-9356 x210

Proposals shall be submitted to:

Luzerne County Transportation Authority,
315 Northampton Street, Kingston, Pennsylvania 18704.
Telephone: (570) 288-9356 ~ Facsimile: (570)288-7327

Proposals must be received before 12:00 PM prevailing time, March 17, 2021 and referenced as RFP 19-20-006 Transit Radio Replacement.

Proposals received later than noon (12:00 P.M. prevailing time) on March 17, 2021 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.



**REQUEST FOR PROPOSAL
RFP 19-20-006 TRANSIT RADIO REPLACEMENT & MAINTENANCE**

The **Luzerne County Transportation Authority** is seeking to replace its two-way radio inventory and two-way radio accessories. The Authority requests proposers to price and offer a full-service installation and programming plan to be executed where practicable on-site at the LCTA Maintenance Facility and/or its Shared Ride location. The service provider for installation and maintenance services must be factory authorized by the equipment manufacturer and have personnel available “on-call” for support and service related issues.

Proposals shall be submitted to: Luzerne County Transportation Authority, 315 Northampton Street, Kingston, Pennsylvania 18704. **Proposals will be received before 12:00 PM prevailing time, March 17, 2021 and referenced as RFP 19-20-006 Transit Radio Replacement.**

LCTA encourages all disadvantaged business enterprises to submit proposals in response to all requests for proposals and will not be discriminated against on the grounds of race, color, national origin for all proposals for negotiated agreements.

Questions concerning the scope of the project should be directed to Robert Lauer, Interim Director of Operations at: rlauer@lctabus.com.

Questions regarding bid submittal or process should be directed to Lou Uritz, Procurement Manager at: luritz@lctabus.com.

A copy of the Proposal may be obtained as follows:

1. Download the Proposal/Bid online at: www.lctabus.com
2. Request by email: luritz@lctabus.com
3. Contact Lou Uritz at LCTA (570) 855-9356 x210

The Luzerne County Transportation Authority is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked ‘Proprietary’ in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, discount information, and individual product or service pricing. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents.

All provisions of any contract resulting from this request for proposal will be public information.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of LCTA Board of Directors, shall have a financial interest in the sale to LCTA of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the LCTA. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the Luzerne County Transportation Authority is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The Luzerne County Transportation Authority has Protest procedures which are available from the Purchasing Office and detailed in this RFP.

The Luzerne County Transportation Authority reserves the right to reject any and all proposals and to waive any irregularities or informalities, as it deems in its best interest. All bidders must certify that they are not on Federal and/or State lists of ineligible/debarred bidders. All proposals must remain in effect for ninety (90) days from the date of proposal opening.

Sincerely,

Louis M. Uritz
Procurement Manager

LUZERNE COUNTY TRANSPORTATION AUTHORITY

TRANSIT RADIO REPLACEMENT

NOTICE TO PROPOSERS
REQUEST FOR PROPOSAL (RFP)
RFP #19-20-006 TRANSIT RADIO REPLACEMENT

Luzerne County Transportation Authority is seeking proposals for the purchase of two-way radios and accessories for its entire Fixed Route & Shared Ride fleet

The scope of this Request for Proposal (RFP) is for the replacement of LCTA's two-way radio inventory and two-way radio accessories for its entire Fixed Route & Shared Ride fleet at both its main office 315 Northampton St, Kingston, PA. & its Shared Ride division located at 2009 Wyoming Ave, Forty Fort, PA 18704.

Copies of the Request for Proposals may be obtained from the LCTA website (www.lctabus.com) or by contacting Lou Uritz, Procurement Manager at luritz@lctabus.com. Email correspondence is preferred to ensure all queries are properly documented and responded to.

When requesting a copy of the RFP, leave your full name, company name, mailing address, email address, and telephone number (with area code).

Proposals (one [1] original and three [3] copies) will be received by the Luzerne County Transportation Authority 315 Northampton St, Kingston, PA 18704, until:

March 17, 2021 – 12:00 PM

Proposals should be submitted on the forms provided, including all Exhibits. Please mark the envelope in which the proposal is submitted "Luzerne County Transportation Authority Transit Radio Replacement" RFP 19-20-006.

As per the specifications on file with and available from:

Lou Uritz, Procurement Manager
Luzerne County Transportation Authority
315 Northampton Street
Kingston, PA, 18704 (570) 288-9356 x210
luritz@lctabus.com

All proposals shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between the Luzerne County Transportation Authority and the Federal Transit Administration, the U. S. Department of Transportation, and in compliance with all applicable Equal Employment Opportunity laws and regulations.

This Authority solicits and encourages Disadvantaged Business Enterprise participation. DBE's will be afforded full consideration of their responses and will not be subject to discrimination. Proposers will be required to comply with the Luzerne County Transportation Authority DBE Program goal requirement where applicable. A copy of the DBE Program can be found at the following link: <http://www.lctabus.com/employmentifbandrfps/procurementanddbe.html>

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 on the list of ineligible contractors for federally assisted projects is not an eligible proposer.

LUZERNE COUNTY TRANSPORTAION AUTHORITY | TRANSIT RADIO REPLACEMENT

TABLE OF CONTENTS

I.	INTRODUCTION	5 - 6
II.	SCOPE AND SPECIFICATIONS	7 - 11
III.	EQUIPMENT LIST	11 - 11
IV.	REVIEW AND ASSESSMENT	12 - 13
V.	CONTRACT TERMS AND CONDITIONS (PROPOSED)	14 - 22
VI.	FTA MODEL CLAUSES AND FORMS	23 - 34
VII.	ATTACHMENTS AND REQUIRED FORMS	35 - 54

I. INTRODUCTION

Luzerne County Transportation Authority Mission Statement:

The Luzerne County Transportation Authority (LCTA), through the operation of fixed route and shared ride divisions, seeks to provide high quality affordable public transportation services that are safe, reliable, useful, accessible and efficient. To this end, members of the Board of Directors and all employees shall conduct themselves in a professional manner; work to ensure the safety and security of passengers; seek new opportunities to improve and/or expand services; and coordinate public transit services with other agencies, organizations, and transit providers.

1.1 GENERAL

The Luzerne County Transportation Authority (LCTA), provides a network of 40 mass transportation buses that provide service throughout the Greater Wyoming Valley urbanized areas to nearly 1.2 million passengers annually. LCTA also assists persons with disabilities in fulfilling their transportation needs through their Shared Ride/ Para-Transit division.

The Luzerne County Transportation Authority (LCTA), through the operation of fixed route and shared ride divisions, seeks to provide high quality affordable public transportation services that are safe, reliable, useful, accessible and efficient. LCTA currently provides the Wilkes-Barre urbanized area with scheduled mass transportation bus service on routes serving 36 municipalities within the urbanized area, so that approximately 88% of the population resides within one-quarter of a mile of a bus route. The Luzerne County Transportation Authority also 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.

Please visit LCTA website for additional information at: www.lctabus.com

1.2 OVERVIEW

Luzerne County Transportation Authority (LCTA) intends to award a Contract to the successful Proposers who shall provide for the replacement of LCTA's two-way radio inventory and two-way radio accessories for its entire Fixed Route & Shared Ride fleet

It is the intent of Luzerne County Transportation, hereinafter referred to as "LCTA", to procure mobiles, portables and control stations capable of supporting generally mission critical communications requirements.

Proposers shall submit cost information as detailed in Attachment M, Cost Form and instructions.

These instructions provide detailed legal and technical requirements for the acquisition of these services. Section V, Proposed Contract, provides a more detailed description of the legal requirements.

1.3 SOLICITATION SCHEDULE

The following estimated time line should be used as a working guide for planning purposes. LCTA reserves the right to adjust the schedule as required during the course of the solicitation process. LCTA will make good faith efforts to notify potential Proposers of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the Proposers. Any changes to the proposed schedule will be listed on our Web site, www.lctabus.com.

REQUEST FOR PROPOSAL (RFP) RELEASE	Wednesday, January 27, 2021 @ 9:00am EST
Question/Clarification Submittal Deadline	Wednesday, February 24, 2021 @ 5:00pm EST
Proposal Submittal Deadline	Wednesday, March 17, 2021 @ 12:00pmEST
Award & Presentation/Interviews (if applicable)	Wednesday, March 24, 2021 @ 9:00am EST

Any matters concerning this procurement will be addressed directly to Lou Uritz, Procurement Manager, LCTA, 315 Northampton Street, Kingston, Pennsylvania 18704, in writing or luritz@lctabus.com. Email correspondence is preferred to ensure all queries are properly documented and responded to. The Selection Committee members are not to be contacted by any of the Proposers regarding this RFP. If additional information or clarification is required from a Proposer, they will be contacted directly. Each Proposer will be advised in writing of any award recommendations.

Technical and System Information - All technical and system inquiries should be directed to: Robert Lauer, Interim Director of Operations at: (rlauer@lctabus.com) Cc. Lou Uritz (luritz@lctabus.com).

1.4 COST INCURRED BY PROPOSERS

The LCTA is not liable for any costs incurred by prospective Proposers in the preparation of submitting a Proposal in response to this Proposal, in presentation of the Proposal or any other activities related to responding to this Proposal.

1.5 EVALUATION OF PROPOSALS (see page 10 for additional bid evaluation information)

An Evaluation Committee and/or the Procurement Department will examine Proposals to eliminate those which are determined non-responsive to the stated requirements. The Evaluation Committee will then evaluate Proposals and make recommendations of the top-ranked company for the award.

The Evaluation Committee will apply the evaluation criteria set forth in the RFP or in any addenda issued. A detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Evaluation Committee may request additional information, request an interview, request a presentation, request revised or best and final offers.

Should interviews or presentations become necessary, LCTA will contact the top-scoring firm(s) from the evaluation to schedule a date and time.

RFP 19-20-006 LCTA RADIO REPLACEMENT & MAINTENANCE

2. Subscriber Radio Requirement

This section refers to the requirements of user radios consisting of mobile radios, antennas, repeaters, base station radio, and portable radios. It is the intent of Luzerne County Transportation, hereinafter referred to as "LCTA" to procure, mobiles, portables, control stations, antennas, repeater(s) and all cabling, capable of supporting mission critical communications requirements operating as an integral system.

2.1. Scope of RFP

The designated sections of this RFP provide requirements for a replacement to the existing Radio System. Proposals are to include all hardware (e.g. Brackets, Antennas, Cables, Terminators, Fasteners, etc), software, and labor required to perform the complete installation of said system according to all terms and specifications iterated in this document. It is the responsibility of the vendor to propose any and all items required for a complete system regardless of their inclusion in the technical specifications or the Standard Conditions. All radios must include programming to FCC License requirements to keep the system in compliance.

The "LCTA" is seeking to replace its two-way radio inventory and two-way radio accessories. The "LCTA" requests proposers to price and offer a full-service installation and programming plan to be executed where practicable on-site at the LCTA Admin./Maintenance Facility and/or its satellite Shared Ride location. The service provider for installation and maintenance services must be factory authorized by the equipment manufacturer and have personnel available "on-call" for support and service related issues. (please see Attachment "O")

2.2. General Product Requirements

Proposer shall include field installation and programming costs within component pricing.

Proposer should also include removal of existing radio system equipment after the new components are tested and accepted by LCTA.

Proposer shall be a recognized two-way high tech radio and data electronics company, having service resources or two-way high tech radio maintenance service shop duly certified and recognized by the manufacturer of existing and future purchased radio equipment, to properly service the requirement of LCTA.

Vendor has to have an established location/website, for convenient access to and for LCTA, for quick response and daily access for parts, repairs and questions.

Company established in business for at least ten (10) years in the electronics field relative to the type of equipment used in and by LCTA.

Selected Vendor must be capable of providing quick response emergency repairs upon notification; on site or by phone. Vendor response time shall not exceed two hours from when emergency service issues are reported. (please see Attachment "O")

2.3. Radio System Specifications

System 1: Share ride- Base station

Will allow half-duplex UHF radio communication 400Mhz band.

Transmit from a fixed location to all vehicles simultaneously and only those vehicles.

Fixed mounted location shall be mounted in a Base station configuration operating on a conventional 120V Edison outlet. (Mobile style unit with package mounted power supply acceptable)

radio antenna shall be mounted outside the physical structures. connected to base station transceiver by cabling. Shall be configured to provide maximum FCC allowable Effective Radiated power (ERP) with minimum standing wave ratio (SWR).

Antenna may be mounted on customers existing location. (location pre inspection required. photographs of existing location included in bid package. Photographs not to be used in lieu of physical inspection). Standard building practices shall be followed i.e. water ingress sealing, cable routing, Grounding and Bonding.

User interface shall be "Desk Microphone" type.

Fixed location receiver speaker shall provide sufficient Sound Pressure Level (SPL) for convent listening levels with minimum distortion perceived within a15ft radius of the base station located in a typical office environment.

System 2 Share ride vehicle units

Mobile units:

Will allow half-duplex UHF radio communication 400Mhz band

All vehicles receive message simultaneously. Channel only "opens" when addressed from Base station.

All vehicles require external radio antennas. Antennas shall be configured to provide maximum FCC allowable Effective Radiated power (ERP) with minimum standing wave ratio (SWR).

Antenna and antenna mounting location will be at the discretion of the bidder and acceptable to the customer (pre bid inspection required).

Antenna and associated mounting, wiring must be capable of surviving the normal operational environment of the vehicle. i.e. wind, tree branches, car washes.

All Wiring and mounting for the Mobile radio shall be the responsibility of bidder. Must allow safe normal operation of the vehicle and transceiver. Water ingress sealing, cable routing, Grounding and Bonding Shall be the responsibility of the bidder.

Transmitter user interface / Microphone shall be of the traditional handheld radio transceiver microphone type with integral Push to Talk button.

Receiver speaker shall provide sufficient Sound Pressure Level (SPL) for convent listening levels with minimum distortion located within a typical van style vehicle environment.

System 3: Bus Mobile units

Will allow half-duplex UHF radio communication 400Mhz band. Channel only opens when the individual bus is addressed. No other buses will hear communication. Bus will transmit to base station, and at times, bus to bus.

User interface with mobile transceiver shall be handheld speaker microphone Telephone Style Handset with cradle.

All vehicles require external radio antennas. Antennas shall be configured to provide maximum FCC allowable Effective Radiated power (ERP) with minimum standing wave ratio (SWR).

Antenna and antenna mounting location will be at the discretion of the bidder and acceptable to the customer (pre bid inspection required).

Antenna and associated mounting, wiring must be capable of surviving the normal operational environment of the vehicle. i.e. wind, tree branches, car washes.

All Wiring and mounting for the Mobile radio shall be the responsibility of bidder. Must allow safe normal operation of the vehicle and transceiver. Water ingress sealing, cable routing, Grounding and Bonding Shall be the responsibility of the bidder.

System 4: Bus - Base station:

Transmit from a fixed location to vehicles. Each vehicle must be addressable individually (Selective calling). User interface will allow fixed location dispatcher to communicate to vehicles separately with as few button presses necessary.

User interface must allow emergency access to all mobile units. Dispatcher can broadcast to all vehicles simultaneity.(Preferably with a single button press)

Fixed mounted location shall be mounted in a Base station configuration operating on a conventional 120V Edison outlet. (Mobile style unit with package mounted power supply acceptable)

Radio antenna shall be mounted outside the physical structures. connected to base station transceiver by cabling. Shall be configured to provide maximum FCC allowable Effective Radiated power (ERP) with minimum standing wave ratio (SWR) SWR.

Antenna may be mounted on customers existing location. (location pre inspection required. photographs of existing location included in bid package. Photographs not to be used in lieu of physical inspection). Standard building practices shall be followed i.e. water ingress sealing, cable routing, Grounding and Bonding.

User interface shall be "Desk Microphone" type.

Fixed location receiver speaker shall provide sufficient Sound Pressure Level (SPL) for convent listening levels with minimum distortion perceived within a15ft radius of the base station located in a typical office environment.

System 5: Portable / Hand held Radios:

Radios must be operationally compatible with both systems. Produce maximum output power allowed. Must be dynamically Switchable via radio interface between Fixed Route & Shared Ride systems. Battery operated with field replaceable battery. Including Individual 120Vac charger and 12dc cigarette lighter charger.

System 6: Repeater site:

Replace existing repeater located on Penobscot Mountain. Repeater must allow radio traffic from the systems 1-4. Shall allow future additional repeaters located within LCTA territory to enhance coverage. (Map of service area with difficult communication areas identified included)

Inspect of existing tower mounted transceiver antenna and associated transmission line located on Penobscot Mountain required prior to bidding. Photographs of site included in package.

It is permissible to continue and reuse antenna based on the results of inspection. If antenna is to remain in-service A report of inspection shall be filed and approved by the LCTA prior to bidding.

Additional:

Installation of vehicle equipment must be performed on site at LCTA's facility. Exact installation schedule is to be determined, but should take place over a 48hr period on a weekend (Friday-Sunday). The first phase installation will be for the Fixed Route buses over a 48 hr. period, as noted above, with a follow up second phase installation for the Shared Ride vehicles once again over a 48 hr. period, as noted above. All possible pre-installation prep work (e.g., preprogramming of radios...etc.) should be completed prior to installation in order to expedite and facilitate the installation process.

Cut over to new system must occur in a 12HR time frame, preferably on a Sunday

All passwords, programming software and interfaces necessary to program radios shall be provided to the LCTA.

Radio Program Training shall be provided to the LCTA and its designee. (Minimum 2 days)

All equipment must be compliant with FCC rules, regulations and policies. LCTA is licensed with the FCC (see LCTA Licensee Attachment P).

Please note:

- **Upon completion of the review of all submitted proposals, LCTA's BEC (bid evaluation committee) will select the top 2 - 3 companies for final review, at which time the selected companies must provide physical examples of the main components for the quoted system (i.e., radio, microphones...etc.); a BAFO (best & final offer) may also apply.**
- **LCTA welcomes proposals which include a trade in value/credit for the old radios and peripherals. (this is not a requirement but will be factored in to the overall cost if included)**

2.4. WARRANTY, SOFTWARE AND INSTALLATION (as applicable)

NOTE: See Attachment "O" for additional representations and warranty information

Proposals must include the licensing requirements and any on-going charges relative to the software licensing, programming, maintenance and installation required for the activation, installation and proper use of all two-way radio components.

Proposals must include the conditions for warranty of equipment and software. The "LCTA" is requesting a minimum of two (2) years warranty on major equipment components, one (1) year warranty on non-consumable accessories and two (2) years warranty on all software.

- 2.4.1. On-site installation and programming for all two-way radio equipment, antenna, cable runs and accessories. Proposals should include rates for initial installation and programming as well as replacements and new installations and programming. *As noted, equipment will be incrementally replaced throughout the contract period. Pricing for equipment, installation and programming should be identified for all equipment purchased during this contract period.
- 2.4.2. Warranty of production equipment and spare parts to be administered through on-site and return merchandise authorization (RMA) process as applicable. Proposals should include costs for initial warranty period as well as annual extended equipment warranty.
- 2.4.3. Proposals should include pricing for services support service on a "per visit" basis to be executed at the option of the "LCTA". Support services include troubleshooting, repairs and other services outside the scope of the warranty period; on-site and/or by telecommunications. Radio may be serviced off site with 1 week turnaround.

3. EQUIPMENT LIST

- 3.1. The "LCTA" seeks to replace its entire inventory of transit radios.

Proposals should include pricing for replacement of radios and equipment between the date of execution of a contract and June 30, 2021 or T.B.D.

Additionally, the "LCTA" seeks to establish pricing for options to be executed upon the "LCTA's" request during the contract period and all valid contract extension periods.

The following list demonstrates the equipment types and quantities to be replaced as well as desired options. Proposals should also include any suggested accessories, software and equipment not already specified if deemed necessary or operationally significant and any recommendations for improvements.

Item Type	Quantity	Options
System 1: Share ride- Base station	1	TBD
System 2: Share ride vehicle units & serv.veh.	61	
System 3: Bus Mobile units & serv. vehicles	56	
System 4: Bus - Base station:	2	
System 5: Portable / Hand held Radios:	10	
System 6: Repeater	1	
Battery Charger (120Vac &12dc cigarette lighter)	10	
Antennas *(SEE ATTACHMENT "Q")	*	√

Note: LCTA reserves the right to purchase additional equipment at the same bid price over a set period of time, to be determined. Quantity numbers are based on current fleet inventory; Options qty. (if required) may vary & may or may not be executed.

4. REVIEW & ASSESSMENT

4.1. Assessment Criteria

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session if required.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Quality, Experience of Proposed Key Personnel.	Experience and qualifications of the lead person/project manager of the consultant team and other key personnel, who will be committed to the project for its duration, proposed in accordance with this RFP. Depth of knowledge and project related experience in dealing with radio infrastructure systems.
3.0	Cost of Equipment and Services: Price Proposal.	Reasonableness of costs (i.e., mobile radios, handheld radios, repeater, etc.) in relation to competitiveness with other offers received.
2.0	Management, Methodology and Approach	The approach to the Project Work aligns with LCTA's schedule, scope and overall requirements as stated in the RFP. The proposed team possesses successful, demonstrated experience in providing recommendations as required by this RFP. The Proposal includes specific items that are easily interpreted and understood as aligning with a required well organized, best scheduled, and managed approach to the deliverables.
2.0	Responsible Firm Capability References Past Performance and Client References.	LCTA anticipates that the Proposer will provide references for the Prime Proposer and its team of sub-consultants (if utilizing) relating to its most recently completed radio & related projects & points of contact for purposes of checking references. The Proposer should include relevant projects that closely support its ability to provide services identified in this RFP.
1.0	Warranty And On Going Support Services	Maintenance and Support Plan; Response Times; Product Change-out; Offered Services.
1.0	DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION	Is the primary firm a DBE or has the primary firm submitted UDBE participation for the project, if applicable?

4.2. Reference Evaluation (Top Ranked Firm)

The project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	<p>a) If a study, did it meet the Scope of Work?</p> <p>b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?</p>

4.3. Evaluation Criteria

The contract resulting from this RFP will be awarded to the most responsive and responsible Proposer whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the Luzerne County Transportation Authority.

The successful Proposer is deemed to be a responsible contractor possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Federal Transit Administration (FTA) expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as “responsible” and that its proposed subcontractors also qualify as “responsible.” Factors of responsibility determinations include: **Integrity and Ethics** (Has a satisfactory record of integrity and business ethics), **Debarment and Suspension** (Is neither debarred nor suspended from Federal programs), **Affirmative Action and DBE** (Is in compliance with the Common Grant Rules’ affirmative action and DOT’s Disadvantaged Business Enterprise requirements), **Public Policy** (Is in compliance with the public policies of the Federal Government), **Administrative and Technical Capacity** (Has the necessary organization, experience, accounting, and operational controls, and technical skills), **Licensing and Taxes** (Is in compliance with applicable licensing and tax laws and regulations), **Financial Resources** (Has, or can obtain, sufficient financial resources to perform the contract), **Production Capability** (Has, or can obtain, the necessary production, construction, and technical equipment and facilities), **Timeliness** (Is able to comply with the required delivery or performance schedule), **Performance Record** (Is able to provide a satisfactory current and past performance record).

In awarding the contract, LCTA will evaluate a number of factors in combination. Please make sure you have submitted responses to all required items listed in the RFP, as your responses will be evaluated based on the weights (Points) listed above.

5. GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

The Parties shall fully cooperate with one another, and shall take any additional acts that may be necessary, appropriate or convenient to attain the purposes of this Proposal and any contract entered into.

2. PROPOSERS AFFIDAVITS NON-COLLUSION

The Proposers guarantees that the Proposal submitted is not a product of collusion with any other Proposers and no effort made to fix the Proposal price of any Proposers, or to fix any overhead, profit or cost elements of any Proposal price. An affidavit of non-collusion form is included and must be signed and submitted with Proposal.

3. INSURANCE REQUIREMENTS

During the term of this Contract, Proposer shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof the types and amounts of insurance identified below by a **check mark**.

a) Products Liability Insurance in the amount of one million (\$1,000,000) dollars (If the Contractor will be shipping to a receiving department at LCTA)

b) General Liability Insurance in the amount not less than one million dollars (\$1,000,000) combined single limits each occurrence for bodily injury and property damage.

c) Professional liability insurance, errors & omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000.00) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Contract or final acceptance by LCTA of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Contract.

d) Automobile Liability Insurance in the amount not less than a combined single limit of one million dollars (\$1,000,000) covering Contractor's owned, non-owned, leased or rented vehicles.

e) Worker's Compensation Insurance with statutory limits required by the State of Pennsylvania or other applicable laws and employer's liability insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Pennsylvania. (Not required for companies with fewer than five (5) employees).

Upon request, the Proposers will provide a Certificate of Coverage with the Luzerne County Transportation Authority named as Certificate Holder.

The Proposers shall indemnify and hold harmless LCTA from any and all damages, loss or injury, lawsuits, claims, demands or liens resulting from any performance of Proposer's employees or subcontractors.

4. INTEREST OF MEMBERS OF LCTA

No member of the governing body of LCTA, other officer, employee or agent of LCTA who exercises any functions or responsibilities in connection with the carrying out of the activities, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

5. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS AND STATE OFFICIALS

No member of the governing body of LCTA, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or Proposers to LCTA in connection with any work contemplated or performed relative to this Contract.

6. INTEREST OF MEMBERS, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising there from.

7. INTEREST OF THE PROPOSERS

The Proposers covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Proposers further covenants that no person having such interest shall be employed in the performance of this Contract.

8. WORKERS COMPENSATION ACT

The Proposers shall comply with the State Law known as the Workers' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act to cover all employees furnishing said services to LCTA, and under the control of the Proposers, and shall relieve LCTA from any costs due to accidents and other liabilities mentioned in said Act.

9. SOCIAL SECURITIES ACT

The Proposers shall be and remain an independent Proposers with respect to all services performed and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, and retirement benefits or annuities imposed under any State and Federal law which are measured by the wages, salaries, or other remunerations paid to persons by the Proposers for work performed under the terms of this contract. The Proposers agrees to obey

lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under laws authorized by State or Federal officials; and Proposers also agrees to indemnify and save harmless the LCTA from any contributions or liability therefore.

10. EQUAL EMPLOYMENT OPPORTUNITY

In implementing the Project/Contract, the Proposers may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Proposers 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, sex, disability, age or national origin. 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. The Proposers shall insert the foregoing provisions (modified only to show the particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

11. AUTHORITY TO ENTER CONTRACT

The Proposers has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the Proposal and any Contract that may be issued. The Proposers warrants that the individuals who have signed the Proposal have the legal right and authority to bind the Proposers.

12. AUTHORIZATION OF PROPOSAL

If the Proposal is made by an individual doing business under an assumed name, the Proposal shall so state. If the Proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the Proposal shall be signed by one member thereof. If the Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the Proposal is made by a joint venture, the full name and address of each member of the joint venture shall be given and the Proposal shall be signed by each venture. Form(s) is included to be filled out and submitted with Proposal.

13. SUBCONTRACT APPROVAL

Proposers shall contain a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The Proposers shall be fully responsible for all services performed by any subcontractor.

14. COST/PRICE ANALYSIS

LCTA reserves the right to conduct a cost or price analysis for any purchase or service. LCTA may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Proposal received, will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on

Proposal prices. LCTA may require a pre-award audit, and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow LCTA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement and LCTA reserves the right to negotiate with the single Proposers to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, LCTA reserves the right to reject the single Proposal.

All contract change orders or modifications will be subject to a cost analysis.

15. PRICING

The price quoted in any Proposal submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposers should note discounts.

16. PROMPT PAYMENT

The Proposers agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Proposers receives from LCTA. The Proposers agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor work is satisfactorily completed. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of LCTA. This clause applies to both DBE and non DBE subcontractors. If the Proposers determine the work to be unsatisfactory, it must notify LCTA immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

17. PROTEST

A. Definitions for Purposes of the section

The term “days” refers to working days of the Authority.

The term “interested party” means any person (a) who is an actual Proposer or prospective Proposers in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Luzerne County Transportation Authority (LCTA) will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all

bona fide Proposal protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with the Authority. In its consideration of a protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

C. Submission of Protest

Any interested party may file a protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State Regulations or with the Authority's Procurement Process. The protest must be filed in accordance with the timing requirements set forth in subsection D. "Types of Protests and Timing" of this section, and must include: **The name, phone number, e-mail and address of the protestor.**

The Proposal and proposed contract number of the Proposal.

A statement of grounds for the protest, a statement as to what relief is requested, and in particular the Federal or State law or Authority Process alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision. Protest should be submitted to:

LCTA Executive Director
315 Northampton St.,
Kingston, PA. 18704

D. Types of Protests and Timing

The requirement for timely filing of protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding Proposal

Any protest regarding the Proposal must be filed no later than five (5) business days before Proposal due date. Any protest filed after that date regarding the Proposal will not be considered by the Authority.

This type of protest would include any claim that the Proposal contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the Proposal documents or the Proposal process violated applicable Federal or State law, or that the Authority failed to follow its Procurement Process in the Proposal.

2. Protests regarding Requirements and Responsiveness

Any protest regarding the requirements and responsiveness of Proposal by the Authority must be filed with Authority no later than five (5) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of or the responsibility of a Proposer, or any claim that the requirements and responsiveness of Proposal violated Federal or State law or the Authority's Procurement Process.

3. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract must be filed no later than five (5) business days after receipt of Non- Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible Proposers or that the Authority violated Federal or State regulations or its Procurement Process in the award of the contract.

E. Authority Response

The Authority will notify the protestor upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Authority" of this section E. "Authority Response" in accordance with the following provisions:

1. Types of Protests

a. Protest regarding Proposal

Upon receipt of a timely filed protest regarding the Proposal, the Authority will postpone the opening until resolution of the protest. No additional Proposals will be accepted during the period of postponement.

If the protest regarding the Proposal involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, the Authority will suspend its evaluation of all Proposals submitted until resolution of the protest, if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a Proposal or the responsibility of a Proposers or regarding the Authority's compliance with Federal or State Regulations or its Procurement Process.

c. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification the Authority will not proceed with contract, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State Regulations or the Authority's Procurement Process.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- A. where the item to be procured is urgently required;
- B. where the Authority determines that the protest was vexatious or frivolous; and
- C. where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, revised evaluation of Proposal or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process.

F. FTA Protest Procedure

Reviews of protests by FTA will be limited to claims that the Authority failed to have or follow protest procedures, or claims the Authority failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Under certain circumstances, protest may be made to the FTA in accordance with FTA circular 4220.1F.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

18. ADDITIONAL SERVICES REQUEST

LCTA reserves the right to request Additional Services under this Proposal that may not be specifically identified within. Proposers are encouraged to identify and provide supporting statements for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of LCTA.

19. PROPOSED CONTRACT ALTERATIONS

No alterations or variables in the terms of the Proposal and /or of the Proposed Contract shall be valid or binding upon LCTA unless authorized in writing by LCTA.

20. ASSIGNABILITY

Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a Proposal and/or contract at the same prices, terms and conditions. LCTA reserves the right to assign any or all portions of Services awarded under this Proposal and/or contract. This assignment, should it occur, shall be agreed to by LCTA and Proposers. Once assigned, each agency will enter into its own contract and be solely responsible to the Proposers for obligations to the service assigned. LCTA's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. LCTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the Proposers.

21. PUBLICATION AND MEDIA RESTRICTIONS

The Contractor/Vendor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of LCTA, unless the LCTA has released or approved the release of that data to the public.

22. GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any Proposal or Proposal therefore. It shall be a breach of ethical

standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under LCTA contracts.

END SECTION IV

6. FEDERAL TRANSIT ADMINISTRATION CLAUSES AND FORMS

1. CONTRACT DOCUMENTS (The following FTA clauses apply: 1-10, 18 & 20)

Any contract resulting from this Proposal shall include the following;

- Request for Proposal No 19-20-006 and all addenda
- Applicants Offer and Guarantee
- All required forms and affidavits

The Contractor/Vendor and appropriate parties of LCTA will sign to execute contract.

Federal requirements may apply to this procurement and any future contract. If those requirements change then the most recent requirements shall apply. The Federal Government requires that activities financed in part, with Federal funds, and performed by a third party contractor and/or its subcontractors on behalf of LCTA must be in accordance with Federal requirements.

All subcontracts and subcontractors employed under this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The prime contractor shall ensure that its subcontractor's at all tiers are aware of and comply with these Federal regulations. The prime contractor is liable for subcontractor's compliance failures. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

2. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- a) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the Proposal or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

- a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted

project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

- b) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- c) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- a) Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- b) Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a) 1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c) 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 an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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.

- d) Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive process, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i) (11)

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

5. FEDERAL CHANGES

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

6. TERMINATION

- a) Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b) Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract

price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 recipient 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 recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

7. CIVIL RIGHTS REQUIREMENTS

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- c) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall 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, contractor shall comply with any implementing requirements FTA may issue.
- d) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.
- e) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

Contractor/Vendor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

8. DISADVANTAGED BUSINESS ENTERPRISE

- 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 0.33 %. 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 LCTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) The successful Proposers 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 the LCTA. In addition, **the contractor may not hold retainage from its subcontractors.**
- 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.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

10. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

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 contractors, 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 Proposal or proposal, the Proposers or Applicant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the Proposers or Applicant knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposers or Applicant 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 Proposers or Applicant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. 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 Proposers or offeror must submit to the FTA recipient the appropriate Buy America certification with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals 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.

12. BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, 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 therefore shall be made in writing to such other party within ten days 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 recipient and 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 residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder 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 recipient 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 thereunder, except as may be specifically agreed in writing.

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 Proposal 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

- a) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- b) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

15. CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance

16. CARGO PREFERENCE *TRANSPORT BY OCEAN VESSEL

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 leading 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.

17. 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 sub recipients 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.

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.

19. RECYCLED PRODUCTS

The Sub-recipient 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 provision 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.

20. ADA ACCESS REQUIREMENTS

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the

Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

21. NOTIFICATION OF FEDERAL PARTICIPATION FOR STATES

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

STANDARD CLAUSES

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

The following requirements are not federal clauses.

1. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

2. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

3. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

4. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this Proposal shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a

conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

7. ENVIRONMENTAL JUSTICE

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

8. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter

53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

9. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

10. FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED FEDERALLY AID FUNDED PROJECTS ONLY

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

11. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

12. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC

ATTACHMENT A

VENDOR CHECKLIST

(Verification that all necessary documents are included)

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

	<u>Vendor Check-Off</u>	<u>LCTA Check-Off</u>
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification	_____	_____
Attachment E: Ineligible Proposer Certification	_____	_____
Attachment F: Non-Collusion Affidavit	_____	_____
Attachment G: Firm Data Sheet	_____	_____
Attachment H: DBE Good Faith Effort	_____	_____
Attachment I: DBE Letter of Intent	_____	_____
Attachment J: DBE Affidavit	_____	_____
Attachment K: DBE Unavailable Certification	_____	_____
Attachment L: Summary of References	_____	_____
Attachment M: Proposal Pricing	_____	_____
Attachment N: Notes, Clarifications, Exceptions	_____	_____
Attachment O: Warranty, Software & Installation	_____	_____
Attachment P: LCTA FCC License	_____	_____
Attachment Q: Antennas	_____	_____

ATTACHMENT B
PROPOSAL AFFIDAVIT

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public: _____

My Commission Expires: _____

ATTACHMENT C
ADDENDUM CHECKLIST

The undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D
REQUEST FOR CLARIFICATION / APPROVED EQUALS

Date: _____

Proposing Company: _____

Section of the RFP: _____ Page Number: _____

Proposer's Request: _____

LCTA Response: _____

Approved _____

Denied _____

Comments: _____

Signature: _____

Date: _____

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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 the LCTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the 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.

Authorized Official: _____

Signature: _____

Date: _____

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition;
3. That the contents of this bid proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____
(Number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT G

FIRM DATA SHEET

The prime consultant is responsible for submitting the information requested below **for all firms on the project team, both prime and subcontractors**. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by IDOT
N = Not DBE-Certified by IDOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process

ATTACHMENT H

GOOD FAITH-EFFORT

(For information only – not to be returned)

1. The LCTA has not established a goal for Disadvantaged Business Enterprise (DBE) participation for this contract. However, a proposer should make a good faith effort to include DBE participation, if possible. The Proposer can document adequate good faith efforts by showing that it took reasonable steps to achieve DBE participation, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. The LCTA will use the good-faith efforts mechanism as required by 49 CRF part 26. It is up to the LCTA to make a fair and reasonable judgment whether a proposer made adequate good-faith efforts. The LCTA will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take, if the proposer were actively and aggressively trying to obtain DBE participation. Mere pro forma efforts are not good-faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, LCTA's determination concerning the sufficiency of the firm's good-faith efforts is a judgment call; meeting quantitative formulas is not required.
3. The LCTA will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer shows that an adequate good-faith was made. The rule specifically prohibits the LCTA from ignoring bona fide good-faith efforts.
4. The following is a list of types of actions that the LCTA will consider as part of the proposer's good-faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty whether or not a DBE is certified.
 - b. The DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - d. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

ATTACHMENT H (CONTINUED)

GOOD-FAITH EFFORT

- e. Negotiating in good-faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs, if the price difference is excessive or unreasonable.

- f. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals from DBEs in the Contractor's efforts to meet the project goal.
- g. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance, as required by the recipient or contractor.
- h. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- i. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and Local minority/women business assistance offices; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT I
DBE LETTER OF INTENT

To: _____
(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (check one):

Individual _____ Corporation _____
Partnership _____ Joint Venture _____.

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or
2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

ATTACHMENT I (CONTINUED)

DBE LETTER OF INTENT

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with LCTA.

Name of Disadvantaged Business Enterprise: _____

By: _____

Title: _____

Date: _____

ATTACHMENT J
DBE AFFIDAVIT

State of _____

Date: _____

County: _____

The undersigned, being duly sworn, deposes and says that he/she is the (sole owner, partner, president, treasurer, or other duly authorized official of a corporation) of

(Name of Official)

(Name of DBE)

and certifies that since the date of its certification through the IL UCP, the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day _____, 20_____

(Notary Public)

NOTE: The proposer must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT K

DBE UNAVAILABLE CERTIFICATION

I, _____, the _____
(Name) (Title)

of _____ certify that on _____
(Proposer/Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a proposal to perform the following work item(s):

DBE Organization	Work Items Sought	Form of Proposal Sought (i.e., materials, materials & labor, labor only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal, for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity on _____
(Name of Disadvantaged Business Enterprise) (Date)

by _____ to submit a proposal to perform the above identified work.
(Proposer)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

Signed: _____
(Disadvantaged Business Enterprise Official)

Title: _____

Date: _____

ATTACHMENT L

SUMMARY OF REFERENCES

Proposers shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this RFP.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and/or annual contract amount:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and/or annual contract amount:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and/or annual contract amount:	

REFERENCES COMMENTS:

ATTACHMENT M

PROPOSAL PRICING FORM (OVERALL TOTAL COST)

This form applies to the total cost of the project, in addition to this form, please provide a detailed cost sheet for all of the related components and services required and specified within the RFP. The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations. **Detailed cost information shall be attached and meet the requirements as described in the Proposal.**

PROJECT DETAILS	PROJECT COST
Materials: Fixed Quantities Only	\$
Installation: If quoted separately	\$
TOTAL PROJECT COST	\$

Signature

Company Name

Official's Title

Address

Date

Telephone Number

ATTACHMENT N

NOTES, CLARIFICATIONS AND EXCEPTIONS

BID CLARIFICATIONS AND/OR EXCEPTIONS

Respondent offers the following clarifications and/or exceptions taken to any requirement or provision of this Request For Proposal and any proposed modifications or replacement language for each clarification or exception (If none, so state)

Respondent understands that unless itemized above, no other clarifications or exceptions to this Request for Quotation are taken by the Respondent.

Respondent

Signature of Executing Party

Date

ATTACHMENT O

WARRANTY, SOFTWARE AND INSTALLATION

Please explain in detail how your organization provides ongoing management services for the following:

- System and or equipment repair(s), both “in warranty” and “out of warranty” scenarios
- Innovation or requests for feature enhancements, updates...etc.
- Customer support
- Technical support
- Training on the system
- Telephone support
- Remote support
- On-site support

Additive Alternates: (this is not a requirement but will be factored in to the overall cost if included)

1. Provide a unit price to extended the manufactures equipment warranty for one additional year after the manufacturer’s warranty has expired 2. Please provide an annual price for a Service Maintenance Agreement for the total proposed two way radio system with details what the Service Agreement includes and excludes.

Representations and Warranties:

The Service Provider represents, warrants and covenants that:

- The Products and Services shall satisfy all requirements set forth in the Agreement, including but not limited to all attachments and exhibits;
- All work performed by the Service Provider and/or its subcontractors pursuant to the Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- Neither the Services, nor any Software or Hardware provided by the Company under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- The Service Provider shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and Services, and shall obtain all necessary permits and licenses;

WARRANTY: All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from material defects in material and workmanship for the lifetime of the Product; merchantable and in full conformity with the Specifications and Requirements set forth in this Contract, industry standards and Company's descriptions, representations and samples. The Company shall administer the warranty on the Lead Public Agency's or Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the Lead Public Agency or Participating Public Agencies all Products that violate either the above warranty or the applicable manufacturer's warranty.

**ATTACHMENT P
(LCTA FCC LICENSE)**

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission
Public Safety and Homeland Security Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: LUZERNE COUNTY TRANSPORTATION
AUTHORITY

ATTN: EXECUTIVE DIRECTOR
LUZERNE COUNTY TRANSPORTATION AUTHORITY
315 NORTHAMPTON STREET
KINGSTON, PA 18704

Call Sign WQLH548	File Number 0008847441
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0019220482

Grant Date 11-18-2019	Effective Date 11-18-2019	Expiration Date 01-21-2030	Print Date 11-19-2019
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Address:** PENOBSCOT KNOB
City: FAIRVIEW TWP County: LUZERNE State: PA
Lat (NAD83): 41-10-59.3 N Long (NAD83): 075-52-19.7 W ASR No.: Ground Elev: 639.0
- Loc. 2 Area of operation**
Operating within a 32.0 km radius around fixed location 1
- Loc. 3 Area of operation**
Land Mobile Control Station meeting the 6.1 Meter Rule: LUZERNE county, PA

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000453.55000000	FB2	1		11K2F3E 4K00F1D 4K00F1E 4K00F2D 4K00F7W	50.000	50.000	24.4	277.6	01-21-2011

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: LUZERNE COUNTY TRANSPORTATION

Call Sign: WQLH548

File Number: 0008847441

Print Date: 11-19-2019

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
2	1	000453.55000000	MO	60		11K2F3E 4K00F1D 4K00F1E 4K00F2D 4K00F7W	45.000	100.000			01-21-2011
2	1	000458.55000000	MO	60		11K2F3E 4K00F1D 4K00F1E 4K00F2D 4K00F7W	45.000	100.000			01-21-2011
3	1	000458.55000000	FX1	1		11K2F3E 4K00F1D 4K00F1E 4K00F2D 4K00F7W	45.000	100.000			

Control Points

Control Pt. No. 1

Address: 315 NORTHAMPTON ST

City: KINGSTON County: LUZERNE State: PA Telephone Number: (570)288-9356

Associated Call Signs

<NA>

Waivers/Conditions:

NONE

ATTACHMENT Q

ANTENNAS

Bidders are required to provide a quote on the very best choice for the antennas required for the transit fleet vehicles, base stations and repeater; including all necessary cables and mounting hardware.

The final bidder will provide Antennas for LCTA's fleet of buses, vans, base station radios, and repeater.

The bidder will recommend best option(s) antenna for LCTA's application(s).

Antennas and associated mounting must be capable of surviving the normal operational environment of the vehicle (i.e. wind, tree branches, transit vehicle automated wash bays).

Antennas shall be configured to provide maximum FCC allowable Effective Radiated power (ERP) with minimum standing wave ratio(SWR).

Mounting locations must be approved by LCTA.

The final bidder will provide up to 4 different antennas for LCTA's fleet of buses, vans, base station radios, and repeater. The bidder will determine best option(s) antennae for application(s.)

Proposals are to include all hardware (e.g. Brackets, Antennas, Cables, Terminators, Fasteners, etc), software, and labor required to perform the complete installation of said system according to all terms and specifications iterated in this document. It is the responsibility of the vendor to propose any and all items required for a complete system regardless of their inclusion in the technical specifications or the Standard Conditions.

CLARIFICATIONS (to be determined & confirmed)

- LCTA has determined a total quantity of 107 antennas (approx.) are needed for the entire fleet of buses, vans & service vehicles... this is assuming the same antenna will be used on all.
- Two (2) base station antennas are needed.
- Repeater antenna may be needed if it is determined the existing one can not be reused.