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REQUEST FOR PROPOSALS

TRANSIT ADVERTISING PROGRAM

RFP 24-05-001

May 1, 2024



REQUEST FOR PROPOSALS TRANSIT ADVERTISING PROGRAM

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

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

Copies of the RFP package can be requested by e-mail at ksciandra@lctabus.com or obtained from our website, www.lctabus.com. Any firm obtaining the RFP package from LCTA's website must register with Kristene Sciandra, via e-mail, in order to submit a proposal or to receive addenda or other correspondence. All questions regarding the RFP are to be directed to Kristene Sciandra, Procurement Manager at ksciandra@lctabus.com.

One (1) original and three (2) copies of the proposal must be submitted in the format outlined and marked "Transit Advertising Program RFP 24-05-001." Completed proposal packages are due at the offices of LCTA no later than noon (12 P.M. EST) on May 30, 2024. Proposals should be addressed to:

Transit Advertising Program (RFP 24-05-001)

Luzerne County Transportation Authority
315 Northampton St.
Kingston, PA 18704
Attn: Kristene Sciandra

Proposals received later than noon (12:00 P.M. EST) on Thursday, May 30, 2024 shall be rejected. The Luzerne County Transportation Authority reserves the right to postpone, accept or reject any and all proposals, in whole or in part, or to waive any and all informalities as it deems in its best interest. Any person or firm on the list of ineligible contractors for state & federally assisted projects is not an eligible proposer. The Authority solicits and encourages Disadvantaged Business Enterprise and small business participation and as such will be afforded full consideration and will not be subject to discrimination.

1.1 Submission Instructions

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

1.1.1 Quantity

The proposer shall submit one (1) original and three (2) copies of its proposal. Any attachments or supplemental material will only require a single copy.

1.1.2 Due Date

In order to be considered, proposals must be received at LCTA's administrative office by noon (12:00 P.M. EST) on Thursday, May 30, 2024. Failure by the U.S. Postal Service or other delivery service used to deliver proposals on time shall result in the proposal not being opened or considered. Proposals should be clearly marked "Transit Advertising Program RFP 24-05-001" and delivered to:

Kristene Sciandra (RFP 24-05-001)
Luzerne County Transportation Authority
315 Northampton St.
Kingston, PA 18704

1.1.3 Proprietary Information

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

1.1.4 Forms

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

1.1.5 Availability of Electronic Version of this Document

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

1.2 Questions Concerning the Project

1.2.1 Verbal and Written Questions

Prospective proposers are encouraged to submit substantive questions, comments, and concerns in writing. Written questions no later than 12:00 P.M. EST on May 10, 2024 will be answered in writing and distributed via addendum to those listed on the RFP distribution list, including those firms who registered after obtaining a copy of the RFP from the website. Questions should be addressed to Kristene Sciandra (ksciandra@lctabus.com). E-mailed questions will be considered written; however, no telephone solicitations will be honored.

1.3 On-Site Interviews

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

1.4 Proposal Format

1.4.1 General

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

1.4.2 Submission of Supplemental Material

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

1.4.3 Minimum Requirements – Technical Proposal

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

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

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

1.5 Disadvantaged Business Enterprise

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

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

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

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

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

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

1.6 Contract

1.6.1 Award of Contract

A notice of intent to award will be issued on June 10, 2024. LCTA anticipates award of a contract at its regularly scheduled Board meeting on June 25, 2024. A Notice to Proceed will be following the receipt of necessary documentation, such as insurance certificates from the selected proposer.

1.7 Evaluation Methodology

1.7.1 Evaluation Criteria

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

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

1.7.2 Evaluation Committee

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

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

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

1.8 Proposal Summary

1.8.1 Procurement Schedule (Tentative)

| | |
|---------------------------------------|---------------|
| Advertisement of Request for Proposal | May 1, 2024 |
| Release Date for RFP | May 1, 2024 |
| Deadline for written questions | May 13, 2024 |
| Proposals due | May 30, 2024 |
| Intent to Award | June 10, 2024 |
| Contract Award / Notice to Proceed | June 26, 2024 |

2.1 Project Goals

2.1.1 General Goals

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

2.2 Bus Shelter Advertising Program

2.2.1 Goals

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

2.2.2 Locations of Existing Bus Shelters (See Appendix F)

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

| Location | Address | Municipality |
|---|------------------------------|-----------------------|
| Wyoming Ave. and Price in front of Kingston Police Station | 500 Wyoming Ave. | Kingston Borough |
| Across from General Hospital Entrance and W. Maple St. (SLIMLINE SHELTER) | 500-538 North River Street | City of Wilkes-Barre |
| Market at Third | 300 Market Street | Kingston Borough |
| Dallas Roundabout | 495 Memorial Hwy. | Dallas Borough |
| Broad St. and Market St in at Nanticoke Square | 2-16 East Broad Street | City of Nanticoke |
| Kosciuszko St. and Main St. in Nanticoke at CVS/Mill Memorial Library | 542 East Main Street | City of Nanticoke |
| Sherman St. and Amber Lane, by City Heights Elementary School | 32-38 N. Sherman Street | City of Wilkes-Barre |
| Market Street and Paige Street | 843-885 Market Street | Kingston Borough |
| Coal Street and Empire Street | 316 North Empire Ct. | City of Wilkes-Barre |
| Coal Street and Meade Street | 86 North Meade Street | City of Wilkes-Barre |
| Aldi Grocery - Pierce and Third Inbound | 481 Pierce St | Kingston Borough |
| S. Washington and Saint Mary's, just before South St. Bridge | 163-199 S. Washington Street | City of Wilkes-Barre |
| John Heinz Rehabilitation, 1st left off Heinz Drive | 1-83 Heinz Drive | Wilkes-Barre Township |
| Wyoming Ave. and 6th Street, between old Januzzi's and the cemetery | 187 Wyoming Ave. | Wyoming Borough |
| Lake Street, just before Misericordia University | 209-217 Lake Street | Dallas Borough |
| Leaving the Meadows Nursing Home on W. Center Hill Road | 2-44 West Center Hill Road | Dallas Borough |
| Main St. and Center St. in Shavertown | 1-17 East Center Street | Shavertown |
| Plymouth - Martz Towers | 242 E Main St Plymouth | Plymouth Borough |
| Glen Lyon - Ken Pollock Apts | 41 Depot St Glen Lyon | Newport Twp |
| Hazle and Nicholson (not installed) | 616 Hazle St | City of Wilkes-Barre |
| CVS (not installed) | Market and Rutter inbound | Kingston Borough |

2.2.3 Shelter Description

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

Maintenance of Advertisements:

- ⑩ The Contractor shall be solely responsible to keep and maintain all the displayed ads in good condition.
- ⑩ Production, supply, installation and maintenance of advertisements; all advertising materials displayed on LCTA's available assets shall be of a quality so as to maintain an attractive appearance and to withstand the elements and general asset maintenance (e.g. cleaning)
- ⑩ Remove unapproved or damaged ads within 24 hours of written notice.
- ⑩ Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated Materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed; all advertisements must be kept up to date.

2.2.5 Additional Requirements

- ⑩ LCTA reserves the right to utilize the inside of one Shelter glass panel on each shelter for schedule and route information.
- ⑩ Any unsold spaces will become available to LCTA for the purpose of inserting self-promotion signs. With LCTA's approval, these signs may be removed by the vendor to clear space for paid advertising.
- ⑩ LCTA shall retain the right to use a number of assets for promotional use, including cooperative campaigns with either public agencies or private businesses. (see Section 3.1.5)

2.3 Bus Advertising Program

2.3.1 Goals

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

2.3.2 Advertising Space

LCTA's fixed route revenue fleet is comprised of (40) 35' buses (with two 26' sign tracks). LCTA also has a fleet of 49 Ford E450 paratransit vans that are approx. 25' in length.

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

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

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

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

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

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

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

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

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

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

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

2.3.3 Audio Advertising – OPTIONAL (For possible future implementation)

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

2.3.4 Additional requirements

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

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

2.4 Compensation

2.4.1 Revenue Outline

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

2.5 Insurance Coverage

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

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

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

2.5.1 Commercial General Liability

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

2.5.2 Automobile Liability

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

3.1 General Information

3.1.1 LCTA History

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

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

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

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

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

3.1.4 LCTA's Responsibilities

LCTA will:

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

3.1.5 Additional Important Information

- ⑩ All existing contracts for advertising on buses and shelters and such contracts will remain the property of LCTA with no financial obligation or liability to contractor.
- ⑩ Framed advertisements will be permitted on paratransit vehicles. The maximum usable space is limited however; it will be up to the contractor to develop uniform sizes of frames for each vehicle so that advertisements may be consistently applied to various vehicle types. Care should be taken to reduce exterior damage when installing frames. However, it will be the contractor's responsibility to purchase, install, and maintain advertising frames, as well as the cost for any damage to vehicles when installing frames.
- ⑩ If requested and approved in writing by LCTA, contractor may utilize unsold advertising space to further sale of such space.
- ⑩ Space availability for advertising on LCTA vehicles may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles or new bus designs or configurations which do not allow for exterior advertising capability.
- ⑩ LCTA shall retain free advertising space on and in its vehicles in the following quantities: **(ALL)** interior cards, all brochure racks on board buses, and seven percent **(7%)** of the entire revenue fleet's exterior space each year of the contract. (this percentage may change during the term of the contract if agreed upon by LCTA and awarded contractor)
- ⑩ LCTA reserves the right to use any unsold exterior bus side or back advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of LCTA, with the understanding upon notification and LCTA approval these signs may be removed by the vendor to clear space for paid advertising. Production of any advertising materials for this purpose is the responsibility of LCTA.

APPENDIX A – REQUIRED FORMS AND CERTIFICATIONS

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

- Commonwealth Of Pennsylvania Non-Discrimination Clause
- Receipt of Addenda (submit whether or not any addenda are issued)
- Incorporation of FTA Terms
- LCTA's Protest Procedure
- Non-Collusion Affidavit
- LCTA's Protest Procedure
- Official Audit Proposal Form
- Revenue Outline Form (R-S)
- Revenue Outline Form (B-S)
- Termination
- Certification of Federal Clauses

**COMMONWEALTH OF PENNSYLVANIA
NON-DISCRIMINATION CLAUSE**

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

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Individual, Partnership, or Corporation

Address

Authorized Person

Signature

Title

Date

RECEIPT OF ADDENDA

(If applicable)

Certification of Receipt of Addenda to the Request for Proposal

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

Acknowledgement of Receipt of Addenda

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

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Name of Individual, Partnership or Corporation:

Address:

Name of Authorized Person:

Signature:

Title of Authorized Person:

Date:



| |
|--------------------------------|
| Name of Bidder <hr/> |
|--------------------------------|

Contract/Invitation/Request Number: _____

CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)

AFFIRMATION OF THE BIDDER'S AUTHORIZED REPRESENTATIVE

Name of Bidder: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Bidder, I declare that the Bidder has duly authorized me to make this certification and bind the Bidder's compliance. Thus, the Bidder agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Bidder affirms the truthfulness of this certification it has made, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Bidder are true and correct.

Signature: _____ Date: _____

Name (print) _____
Authorized Representative of Applicant

SEE APPENDIX H FOR FULL LIST OF CLAUSES

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

FOR BID FOR _____
(Name of project or item being bid upon)

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

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

I state that:

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

I state that _____ understands and
(Name of my firm)

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

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

(Name of public entity)

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

(Name) (Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____.

Notary Public

My Commission Expires

Luzerne County Transportation Authority's Protest Procedure

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

Contents of Protest to LCTA

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

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

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

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

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

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

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

Contents of Protest to FTA

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

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

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

APPENDIX B – OFFICIAL AUDIT PROPOSAL FORM

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

1.1 Proposer Guarantee

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

1.2 Proposer Warranties

1.2.1

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

1.2.2

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

1.3 Proposer Small Business Participation

RFP 24-05-001: Transit Advertising Program

Date Advertised: May 1, 2024

NAICS Code: 541850

Average number of employees over the past 12 months: _____

Average annual receipts over the past 3 years: _____

Type of entity (i.e. sole proprietor): _____

Authorized Official of Firm

Title of Authorized Official

Date

APPENDIX C – REVENUE OUTLINE FORM (R-S)

PRICING SHEET ROLLING STOCK

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

| Contract Year | Minimum Annual Guarantee | Minimum Revenue Share % |
|--|---|--------------------------------|
| July 1, 2024 through June 30, 2025 | | |
| July 1, 2025 through June 30, 2026 | | |
| July 1, 2026 through June 30, 2027 | | |
| | | |
| | | |
| Optional Year 4- July 1, 2027 through June 30, 2028 | To be negotiated prior to contract renewal | |
| Optional Year 5- July 1, 2028 through June 30, 2029 | To be negotiated prior to contract renewal | |

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

APPENDIX C – REVENUE OUTLINE FORM (B-S)

PRICING SHEET BUS SHELTERS

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

| Contract Year | Minimum Annual Guarantee | Minimum Revenue Share % |
|--|---|--------------------------------|
| July 1, 2024 through June 30, 2025 | | |
| July 1, 2025 through June 30, 2026 | | |
| July 1, 2026 through June 30, 2027 | | |
| | | |
| | | |
| Optional Year 4- July 1, 2027 through June 30, 2028 | To be negotiated prior to contract renewal | |
| Optional Year 5- July 1, 2028 through June 30, 2029 | To be negotiated prior to contract renewal | |

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

EXHIBIT

| Bus Model | # buses | Length (ft) | Type(Bus/LRT, etc) | Full back | | Full wrap | Headlight | | Headliner | | | King | | | Super King | | | Kong | | | Queen | | | Taillight | | Super tail | | Super Square | | | Ultra Super King (King Kong) | | | Interior Card | | Michelangelo | |
|------------------------|---------|-------------|--------------------|-----------|------------|-----------|-----------|------------|-----------|------|------------|--------|------|------------|------------|------|------------|--------|------|------------|--------|------|------------|-----------|------------|------------|------------|--------------|------|------------|------------------------------|------|------------|---------------|------------|--------------|------------|
| | | | | Back | Dimensions | | Front | Dimensions | Street | Curb | Dimensions | Street | Curb | Dimensions | Street | Curb | Dimensions | Street | Curb | Dimensions | Street | Curb | Dimensions | Back | Dimensions | Back | Dimensions | Street | Curb | Dimensions | Street | Curb | Dimensions | Max/bus | Dimensions | Max/Bus | Dimensions |
| <i>Example: Gillig</i> | 27 | 40 | Bus | 1 | 110"x96" | 0 | 1 | 18"x44" | 1 | 1 | 12"x240" | 1 | 1 | 30"x144" | 0 | 0 | N/A | 1 | 0 | 30"x220" | 0 | 1 | 30"x88" | 1 | 18"x72" | 0 | N/A | 0 | 0 | N/A | 0 | 0 | N/A | 16 | 11"x28" | 1 | 24"x48" |
| Gillig | 20 | 35 | Bus | 20 | 87"x79" | 20 | | | n/a | n/a | n/a | 1 | | 30"x144" | | | | 20 | 0 | 167"x91" | | 1 | 30"x88" | 1 | 21"x70" | 20 | 87"x36" | | | | | | 22 | 11"x28" | | | |
| Gillig | 15 | 35 | Bus | 10 | 97"x68" | 10 | | | 10 | 10 | 12"xvaries | 1 | | 30"x144" | | | | 10 | 0 | 178"x96" | | 1 | 30"x88" | 1 | 21"x41" | 10 | 97"x34" | | | | | | 22 | 11"x28" | | | |
| Gillig | 5 | 35 | Hybrid Bus | 2 | 95"x71" | 3 | | | 3 | 3 | 12"xvaries | 1 | | 30"x144" | | | | 3 | 0 | 178"x96" | | 1 | 30"x88" | 1 | 18"x45" | 2 | 95"x34" | | | | | | 22 | 11"x28" | | | |
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Full Wraps, King Kongs, Full Backs, Super Tails, Kings, Jr. Kings, Queens, Tails, Headliners, Interior Cards

Instructions

Please list all bus models in column A? Please include all buses, LRT and streetcars (if applicable)

For interior cards and Michelangelos (if applicable) can you simply indicate the total number that can be placed in each vehicle type?

If you have more than one size of interior card please list them all separately

For all side-mounted media can you indicate how many can be placed on each side of each vehicle?

For Taillights/Headlights/Full backs/Full wraps/Half wraps simply put a "1" if that vehicle type can accommodate them

Please add in any missing media types and ensure that all products listed in the media kit and rate card appear on this spreadsheet

If Headliners are bundled with other media types please list them below. If sold as a stand-alone product please indicate

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

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

A. This Agreement shall expire on _____

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

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

APPENDIX F

| Type/Action | Location | Address | Municipality | Zip Code | Latitude | Longitude | Ad Panel Measurements |
|---|---|------------------------------|-----------------------|----------|------------|------------|---|
| SHELTER | Wyoming Ave. and Price in front of Kingston Police Station | 500 Wyoming Ave. | Kingston Borough | 18704 | 41.2676766 | -75.89099 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Across from General Hospital Entrance and W. Maple St. (SLIMLINE SHELTER) | 500-538 North River Street | City of Wilkes-Barre | 18701 | 41.2575507 | -75.868586 | non-advertising Tolar |
| SHELTER | Market at Third | 300 Market Street | Kingston Borough | 18704 | 41.2543829 | -75.890457 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Dallas Roundabout | 495 Memorial Hwy. | Dallas Borough | 18612 | 41.3360162 | -75.963964 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Broad St. and Market St in at Nanticoke Square | 2-16 East Broad Street | City of Nanticoke | 18634 | 41.202617 | -76.003316 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Kosciuszko St. and Main St. in Nanticoke at CVS/Mill Memorial Library | 542 East Main Street | City of Nanticoke | 18634 | 41.2057955 | -75.994143 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Sherman St. and Amber Lane, by City Heights Elementary School | 32-38 N. Sherman Street | City of Wilkes-Barre | 18701 | 41.2386817 | -75.873441 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Market Street and Paige Street | 843-885 Market Street | Kingston Borough | 18704 | -75.900143 | 41.26473 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Coal Street and Empire Street | 316 North Empire Ct. | City of Wilkes-Barre | 18702 | 41.2379814 | -75.866415 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Coal Street and Meade Street | 86 North Meade Street | City of Wilkes-Barre | 18701 | 41.2395727 | -75.868872 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Aldi Grocery - Pierce and Third Inbound | 481 Pierce St | Kingston Borough | 18704 | 41.2580688 | -75.884141 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | S. Washington and Saint Mary's, just before South St. Bridge | 163-199 S. Washington Street | City of Wilkes-Barre | 18701 | 41.2458643 | -75.823773 | left 23x72, rear, (2) 42x72, right (2) 45x68 |
| SHELTER | John Heinz Rehabilitation, 1st left off Heinz Drive | 1-83 Heinz Drive | Wilkes-Barre Township | 18702 | 41.2452074 | -75.853728 | left 22.5x72; rear (2) 42x72; right adv (2) 46x68 |
| SHELTER | Wyoming Ave. and 6th Street, between old Januzzi's and the cemetery | 187 Wyoming Ave. | Wyoming Borough | 18644 | 41.3139974 | -75.834387 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER | Lake Street, just before Misericordia University | 209-217 Lake Street | Dallas Borough | 18612 | 41.3420867 | -75.968602 | left 23x72, rear, (2) 42x72, right (2) 45x68 |
| SHELTER | Leaving the Meadows Nursing Home on W. Center Hill Road | 2-44 West Center Hill Road | Dallas Borough | 18612 | 41.3398458 | -75.968629 | left 23x72, rear, (2) 42x72, right (2) 45x68 |
| SHELTER | Main St. and Center St. in Shavertown | 1-17 East Center Street | Shavertown | 18708 | -75.939763 | 41.319738 | left 23x72, rear, (2) 42x72, right (2) 45x68 |
| SHELTER | Plymouth - Martz Towers | 242 E Main St Plymouth | Plymouth Borough | 18706 | 41.242296 | -75.940004 | 1 - 48"x72" (2-SIDED PANEL) |
| SHELTER | Glen Lyon - Ken Pollock Apts | 41 Depot St Glen Lyon | Newport Twp | 18617 | 41.1747925 | -76.073594 | 1 - 45.5"x66.5" (2-SIDED PANEL) |
| SHELTER IN PERMITTING/ROE | Hazle and Nicholson (not installed) | 616 Hazle St | City of Wilkes-Barre | 18702 | | | |
| SHELTER IN PERMITTING/ROE AGREEMENT PROCESS | CVS (not installed) | Market and Rutter inbound | Kingston Borough | 18704 | | | |

APPENDIX G – LCTA ADVERTISING POLICY

Luzerne County Transportation Authority (LCTA) Advertising Policy

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

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

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

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

LCTA makes final decision on all advertisements.





APPENDIX H

FTA Required Clauses

1. No Federal Government Obligations to Third Parties
2. False Statements or Claims Civil and Criminal Fraud
3. Access to Third Party Contract Records
4. Changes to Federal Requirements
5. Termination
6. Civil Rights (title VI, ADA, EEO except special DOL EEO clause for construction projects)
7. Special DOL EEO Clause For Construction Projects
8. Veterans Employment Preference
9. Disadvantaged Business Enterprise (DBE's)/Prompt Payment
10. Incorporation of FTA Terms
11. Debarment and Suspension
12. Buy America
13. Resolution of Disputes, Breaches, or other Litigation – Notification of Contractor and/or Subcontractor to Agency and Agency notification to FTA
14. Lobbying
15. Environmental Standards and Practices (Clean Air, Clean Water, Energy Conservation, Recycled Materials)
16. Energy Conservation
17. Cargo Preference
18. Fly America Requirements
19. Davis-Bacon Act and Copeland Anti-Kickback Act
20. Contract Work Hours and Safety Standards Act
21. Bonding
22. Seismic Safety
23. Transit Employee Protective Arrangements
24. Charter Service/School Bus Operations
25. Drug and Alcohol Abuse Testing
26. Patent Rites/Rights in Data and Copyrights/Rights to Inventions Made Under a Contract Agreement
27. Conformance with ITS National Architecture
28. ADA Access
29. Safe Operation of Motor Vehicles
30. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS AND SUB-AGREEMENTS

In order for LCTA to use FTA financial assistance to purchase/conduct capital projects LCTA, and the third party contractor(s) qualified to perform these projects, must comply with all applicable Federal requirements. FTA's Master Agreement contains a current description of statutory and regulatory requirements that may affect LCTA's procurement. Appendix D of FTA Circular 4220.1F contains matrices of the list of clauses and their appropriate uses in different procurement types. These clauses are not required for micro purchases, except for construction related contracts over \$2000 where Davis-Bacon is a requirement.

1. No Government Obligation to Third Parties All contracts except micro- purchases

(Applicable to ALL Contracts)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation 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.

(2) 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.

2. Program Fraud and False or Fraudulent Statements or Related Acts All contracts except micro-purchases (Applicable to ALL Contracts)

(1) 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.

(2) 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.

(3) 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.

3. Access to Records and Reports As shown below. These requirements do not apply to micro-purchases (Applicable to ALL Contracts)

The following access to records requirements applies to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee 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.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee 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 \$250,000.
3. 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 subgrantee 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.
4. Where a purchaser which is an FTA recipient or a subgrantee 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 bidding, 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.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. 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.

4. Federal Changes All Contracts except micro-purchases (Applicable to ALL Contracts)

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 recipient 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

5. Termination

(All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000)

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 affected 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 (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified, or any extension, or fails to

complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

- i. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- ii. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- iii. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall
 - (1) immediately discontinue all services affected (unless the notice directs otherwise), and
 - (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. 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 close-out 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.

6. Civil Rights Requirements All contracts except micro-purchases (Applicable to ALL Contracts)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. **Compliance with Regulations** The Contractor and any Subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; 49 U.S.C. §5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49C.F.R. Part 21, and any implementing requirements FTA may issue, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, or age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, including Procurements of Materials and Equipment** In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. **Information and Reports** the Contractor shall provide all information and reports required by the regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to LCTA or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance** In the event of Contractor's noncompliance with nondiscrimination provisions of this contract, LCTA shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to: Withholding of payments to the Contractor under the contract until the Contractor complies, and/or Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions** the Contractor shall include the provisions of sections A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as LCTA or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event a Contractor becomes involved, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request LCTA to enter into such litigation to protect the interests of LCTA, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Veterans Preference. (Applicable to ALL Construction Contracts)

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. Disadvantaged Business Enterprise (DBE) (Applicable to ALL Contracts)

Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs)

- 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 recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- 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 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 the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. 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 recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient 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 the recipient. Prompt Payment (\$10,000 or less, except for construction contracts over \$2,000) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

9. Incorporation of Federal Transit Administration (FTA) Terms (Applicable to ALL Contracts)

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 (Contracts over \$25,000)

The Recipient agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

11. Buy America Requirements Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating 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 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors

12. Breaches and Dispute Resolution (All contracts over \$25,000)

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 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. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. 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 Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey (Contracts over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. Clean Air/Recycled Products (All contracts over \$150,000)

Clean Air

(1) 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.

(2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance. Recycled Products All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Clean Water All Contracts and Subcontracts over \$150,000. 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 \$150,000 financed in whole or in part with FTA assistance.

Clean Water

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with

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

Recycled Products (Applicable to Contracts over \$10,000 (EPA Selected Items))

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

15. Energy Conservation All Contracts except micro-purchases (Applicable to ALL Contracts)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

16. Cargo Preference (\$10,000 or less, except for construction contracts over \$2,000).

Use of US-Flag Vessels Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

17. Fly America Requirements (\$10,000 or less, except for construction contracts over \$2,000)

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases.

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

18. Davis-Bacon and Copeland Anti-Kickback Acts

(Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000)

Davis Bacon

The successful bidder shall comply and assure compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a through 276a(7), and implementing U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Standards Act)," 29 C.F.R. Part 5. In addition to other requirements that may apply:

- a. The successful bidder shall pay wages to laborers and mechanics performing third party contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. The LCTA agrees to furnish the bidder a copy of the current prevailing wage determination issued by the U.S. DOL for third-party contract work under the project upon request, and agrees to refrain from awarding any affected third-party contract until the third-party contractor agrees to the required wage determination.
- b. LCTA shall report to FTA every suspected or reported violation of the Davis-Bacon Act or its federal implementing regulations.

Copeland "Anti-Kickback" Act

The successful bidder shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. In addition to other requirements that may apply:

- a. The successful bidder will not induce, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled.
- b. LCTA shall report every suspected or reported violation of the Copeland "Anti-Kickback" Act or its federal implementing regulations to FTA.

19. Contract Work Hours & Safety Standards Act (Contracts over \$100,000)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph 1 of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

20. Bonding Requirements

(For those construction or facility improvement contracts or subcontracts exceeding \$250,000)

FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond. Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond. (b) Payment bonds 1. The penal amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million. (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; (iii) Two and one half million if the contract price is more than \$5 million. 2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest. (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million; (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (iii) Two and one half million if the contract price is increased. Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient). Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by

(Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

21. Seismic Safety (\$10,000 or less, except for construction contracts over \$2,000)

Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases. Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

22. Transit Employee Protective Provisions

(\$10,000 or less, except for construction contracts over \$2,000)

The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws,

specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

23. Charter Bus Requirements/School Bus Operational Service Contracts. ((These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)).

Charter Bus Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements Pursuant to 49 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may:

- (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or
- (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

24. Drug & Alcohol Abuse and Testing Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

25. Patent and Rights Data Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000)

Patent Rights

A. General. The Recipient agrees that: (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that: (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights

C (1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and k. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds

for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding l. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing m. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: (1) The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G (1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law, n. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent, o. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and p. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (3) Other applicable Federal regulations and guidance pertaining to access to Project records.

26. Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and

any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

27. Access Requirements for Persons with Disabilities (Applicable to ALL Contracts)

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.

28. Safe Operation of Motor Vehicles (Applicable to ALL Contracts)

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

1. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

2. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

3. The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third-party agreements, and encourage its Third-Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub agreement at each tier supported with federal assistance.

29. Telecommunication Certification (Applicable to ALL Contracts)

VENDOR hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from Procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is federally assisted procurement subject to that prohibition. VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the act. The VENDOR will include this certification as a flow down clause in any contract related to this Contract.