



County of Lackawanna Transit System

# *Request for Proposals* **Transit Shelter Maintenance**

**RFP Release: Feb. 5, 2018**

**Proposal Deadline: March 9, 2018**

**Contract Award: March 22, 2018**

**Agreement takes effect: April 1, 2018**

**Bob Fiume, Executive Director**

**COLTS**

**800 North South Road**

**Scranton, PA 18504**

**(570) 346-2061 (phone)**

**(570) 207-5050 (fax)**

**rfiume@coltsbus.com (e-mail)**

## ***Purpose***

COLTS is soliciting proposals from qualified individuals or firms to maintain the Transit Shelters throughout our service area in Lackawanna County to include cleaning, ice removal, snow removal, and salting. The agreement will be for a 2-year period beginning April 1, 2018 with an option for an additional one year.

## ***General Information***

1. COLTS is the public transportation authority providing bus service to Lackawanna County, Pennsylvania. The County of Lackawanna Transit System was formed in October 1972 under the Municipal Authorities Act of 1945. COLTS was officially certified by the state as a municipal authority in November 1972. It has a five-member Board of Directors appointed by the Lackawanna County Commissioners.
2. This RFP contains instructions concerning the proposal to be submitted and the material to be included. A description of the services to be provided, eligibility requirements for consideration, evaluation criteria, and other requirements to be met by each proposal are included.
3. COLTS reserves the right to select a provider directly from among the proposals submitted, or to enter into negotiations with two (2) or more qualified offerors, or to reject any and all proposals received. This RFP does not constitute a binding offer of award.

## ***Project Schedule***

- Release RFP Feb. 5, 2018
- Proposal Deadline March 9, 2018
- Contract Award March 22, 2018
- Agreement to Begin April 1, 2018
- Initial Term Ends March 31, 2020
- Option Period April 1, 2020 – March 31, 2021

## ***Scope of Project***

### ***Project Description***

COLTS is soliciting proposals from qualified individuals or firms to maintain the Transit Shelters throughout our service area in Lackawanna County

Maintenance of the shelters will include cleaning, trash removal, snow and ice removal and salting. The agreement will be for a two-year period beginning April 1, 2018 with an option for an additional one year.

### ***Shelter Description***

The standard Transit Shelters are pre-fabricated structures constructed of Plexiglas and metal secured to a concrete pad.

There are currently 20 standard shelters in COLTS' service area. Cleaning, snow and ice removal and salting of all of these shelters will be included in this agreement. Additional transit shelters, including a possible transfer center, erected by COLTS in Lackawanna County will be included in the scope of this RFP.

### ***Shelter Locations***

- 1) Scranton: Wyoming Ave. at Mulberry St.
- 2) Scranton: Scranton High School
- 3) Scranton: 100 block of Wyoming (on the Oppenheim side)
- 4) Scranton: 100 block of Wyoming Ave. (in front of former Globe Store)
- 5) Scranton: Radisson Hotel on Lackawanna Ave.
- 6) Scranton: North Washington Ave. at Pine St.
- 7) Dickson City: Viewmont Mall (near Applebee's Entrance)
- 8) Dickson City: 300 Block of Main St.
- 9) Dunmore: North Blakely St./O'Neill Highway across from Burger King

- 10) Old Forge: South Main at Railroad in front of Borough Building
- 11) Dunmore: South Blakely St. in front of St. Joe's (near Police Station)
- 12) Archbald: near NET bank on Main Street
- 13) Archbald: Main Street near St. Luke's Church
- 14) Throop: Corner of George and Sanderson, in front of Junior's Market
- 15) Scranton: Jackson Street near Jackson Heights/West Side Active Adult Center
- 16) Scranton: Allied Services
- 17) Olyphant: North Valley at Jackson St. (in front of fire station)
- 18) Blakely: Main St. at Dr. Scanland's
- 19) Scranton: Fellows Park on South Main Ave.
- 20) Olyphant: 421 Lackawanna Ave.

### **Cleaning**

Cleaning and trash removal of all shelters will take place when directed by COLTS and will be no less than twice a month. Cleaning should take place within one business day of notification by COLTS.

If a single shelter is in need of cleaning, contractor will accommodate at COLTS' request.

Cleaning will consist of cleaning the Plexiglas panels and the other structural elements of the shelter including the concrete pad. Care will be taken to not damage the clear panels so as to extend their life for as long as possible. Cleaning will also include removing trash and debris from the roof and from on and around the shelter. Cleaning may also include occasional graffiti removal without damage to Plexiglas or metal finish.

### **Snow and ice removal and salting**

Snow and ice removal and salting will take place at COLTS' direction and will be sufficient to allow use by both pedestrians and by people using a wheelchair. Snow and removal and salting should take place within 24 hours of notification by COLTS.

### **Other Maintenance**

Repair or replacement of damaged Plexiglas panels or other repair or replacement of shelters will be the responsibility of COLTS. If the contractor notes damage to a shelter, COLTS should be notified.

## ***Proposal Process***

### **Proposal Deadline**

Proposals will be received until 12:00 noon on Friday, March 9, 2018. COLTS reserves the unqualified right to postpone proposal due date, reject any or all proposals, to waive or accept minor technicalities and discrepancies, and to accept or further negotiate cost, terms or conditions of any proposal as deems by COLTS to be in its best interests.

One copy of the bidder's proposal shall be submitted. Proposals must be submitted in an envelope clearly marked "Transit Shelter Maintenance" and addressed to:

***Mail or hand delivery***                      Bob Fiume, Executive Director  
COLTS  
800 North South Road  
Scranton, PA 18504

### **Submittal Requirements**

1. Cover Letter – Describe how you propose to approach this maintenance project.
2. The Required Forms and Certifications attached as Appendix A must be signed and submitted as a part of this RFP.
3. Experience – Include descriptions of similar projects.
4. References – Provide the name and phone number of at least three references for similar projects
5. Cost – Fill out the "Pricing Sheets" that are part of this RFP.

### **Withdrawing a proposal**

Proposals may be withdrawn by written or faxed notice at any time prior to the 12:00 noon, Friday, March 9 deadline for the proposals. Proposals may also be withdrawn in person (prior to 12:00 noon deadline) by the bidder or an authorized representative provided that proper identification is made and a receipt for the proposal is signed.

## ***Award Process***

COLTS reserves the right to select a provider directly from among the proposals submitted, or to enter into negotiations with two (2) or more qualified offerors, or to reject any and all proposals received. This RFP does not constitute a binding offer of award.

### **Evaluation Criteria**

An evaluation panel will evaluate the proposals based on the criteria listed below.

#### **Criteria**

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|   |     |
|---|-----|
| References and experience with similar projects | 45% |
| Cost  | 45% |
| MBE/WBE participation*                          | 10% |

\*Minority-owned Business Enterprise or Woman-owned Business Enterprise

### **Project Award**

COLTS anticipates the selection of the winning proposal will occur at the Board of Directors meeting scheduled for Thursday, March 22. COLTS reserves the right to change this award date with notice to the bidding parties. All bidders will be notified of the outcome of the selection process at that time.

## ***Insurance Requirements***

A. Liability Insurance. Contractor agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries and property damage to persons and property occurring on this project during the term of this Agreement, such insurance at all times to be in an amount of not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, blanket coverage for any and all losses. Said policy shall be written with a company or companies acceptable to COLTS which are authorized to engage in the business of general liability insurance in the Commonwealth of Pennsylvania. COLTS shall be named as an additional insured. Contractor shall deliver to COLTS the customary insurance certifications evidencing such paid-up insurance when requested, but not less frequently than annually.

B. Worker's Compensation. Contractor agrees to maintain or cause to be maintained worker's compensation insurance for all employees performing work on this

project and will provide COLTS of proof thereof when requested, but not less frequently than annually.

C. Indemnification. Contractor covenants and agrees that it will protect, save and keep County of Lackawanna Transit System (COLTS) and its directors, employees, staff, agents, Board members, attorneys, officers, administrators, affiliates, representatives, predecessors, successors and assigns forever harmless and indemnified against and from any cause of action, claims, judgements, suits, sums of money, demands, rights, damages, injuries, costs, obligations, liabilities, promises, debts, harms, expenses, fees chose in action, penalty or damage or charges imposed for any violation of any law or ordinance by Contractor or those inactions or actions on behalf of the Contractor, whether occasioned by the neglect of Contractor or those holding under Contractor; and that Contractor will at all times protect, indemnify and save and keep harmless COLTS against and from all cause of action, claims, judgements, suits, sums of money, demands, rights, damages, injuries, costs, obligations, liabilities, promises, debts, harms, expenses, fees chose in action claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on this project causing injury or damage to any person or property whomever or whatsoever arising out of Contractor's negligence or the negligence of those holding under the Contractor and will protect, indemnify, save and keep harmless COLTS against and from any and all claims and against and from any and all cause of action, claims, judgements, suits, sums of money, demands, rights, damages, injuries, costs, obligations, liabilities, promises, debts, harms, expenses, fees chose in action loss, cost, damage or expense arising out of any failure of Contractor in any respect to comply with and perform all the requirements and provisions of this Agreement. As a specific part of this indemnity, Contractor shall be required to pay any attorney's fees and court costs incurred by COLTS by reason of the assertion of any claim or penalty indemnified hereunder.

## ***Pricing Sheet – initial 2 years***

Submit this sheet with your proposal.

- Total cost for cleaning all 20 COLTS standard shelters once \$ \_\_\_\_\_
- Additional cost for adding another shelter to the 20 \$ \_\_\_\_\_
- Credit for deleting a shelter from the 20 \$ \_\_\_\_\_
- Unit cost for cleaning individual shelters as needed \$ \_\_\_\_\_
- Total cost for snow & ice removal and salting  
at all 20 COLTS standard shelters \$ \_\_\_\_\_
- Additional cost for adding another shelter to the 20 \$ \_\_\_\_\_
- Credit for deleting a shelter from the 20 \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Signature of Company Representative \_\_\_\_\_

Date \_\_\_\_\_

## ***Pricing Sheet – 1-year option period***

Submit this sheet with your proposal.

- Total cost for cleaning all 20 COLTS standard shelters once \$ \_\_\_\_\_
- Additional cost for adding another shelter to the 20 \$ \_\_\_\_\_
- Credit for deleting a shelter from the 20 \$ \_\_\_\_\_
- Unit cost for cleaning individual shelters as needed \$ \_\_\_\_\_
- Total cost for snow & ice removal and salting  
at all 20 COLTS standard shelters \$ \_\_\_\_\_
- Additional cost for adding another shelter to the 20 \$ \_\_\_\_\_
- Credit for deleting a shelter from the 20 \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Signature of Company Representative \_\_\_\_\_

Date \_\_\_\_\_

## Appendix A

### Required Forms and Certifications

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

- Access to Records
- Buy America
- Integrity Certification
- Commonwealth Of Pennsylvania Non-Discrimination Clause
- No Federal Government Obligations to Third-Parties
- Program Fraud and False or Fraudulent Statements Related Acts
- Federal Changes
- Civil Rights (EEO, Title VI & ADA)
- DBE Certification
- Incorporation of FTA Terms
- Suspension and Debarment
- Lobbying
- Clean Air
- Clean Water
- Energy Conservation
- Non-Collusion Affidavit
- County of Lackawanna Transit System's Protest Procedure

**Access to Records**

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

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

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

\_\_\_\_\_  
Date

**Buy America Requirements**  
**49 U.S.C. 5323(j)(1)**  
**49 CFR 661**

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part. **Select only one certification.**

*Certificate of **Compliance** with Buy America Requirements*

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

*Certificate of **Non-Compliance** with Buy America Requirements*

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

(1) A bidder who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and non-compliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of bid opening of submission or a final offer, a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 U.S.C. 1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder will simultaneously send a copy of this information to the FTA grantee.

(i) The FTA Chief Counsel may request additional information from the bidder, if necessary. The grantee may not make a contract award until the FTA Chief Counsel issues his/her determination, except as provided in §661.15(m).

(ii) [Reserved]

(2) For negotiated procurements, compliance with the Buy America requirements shall be determined on the basis of the certification submitted with the final offer or final revised proposal. However, where a grantee awards on the basis of initial proposals without discussion, the certification submitted with the initial proposal shall control.

(3) Certification based on ignorance of the proper application of the Buy America requirements is not an inadvertent or clerical error.

(c) Whether or not a bidder certifies that it will comply with the applicable requirement, such bidder is bound by its original certification (in the case of a sealed bidding procurement) or its certification submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of a final offer.

Where a bidder certifies that it will comply with the applicable Buy America requirements, the bidder or grantee is not eligible for a waiver of those requirements.

**INTEGRITY CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

(1) The prospective lower tier participant certifies, by submission of this bid or bid, that neither it nor its "principals" [as defined at 49 C.F.R.' 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

(If the lower tier covered participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE LOWER TIER COVERED PARTICIPANT (APPLICANT FOR AN FTA GRANT OR CO-OPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature & Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ (Contractor) hereby certifies that the \_\_\_\_\_ (Contractor) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Contractor's Attorney

\_\_\_\_\_  
Date

(Applies to Contractor/Subcontractors with contracts in excess of \$25,000)

(Failure to complete this form and to submit it with your bid will render the bid non-responsive).

**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

**No Federal Government Obligations to Third-parties**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

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

\_\_\_\_\_  
Date

**Program Fraud and False or Fraudulent Statements and Related Acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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Authorized Official of Firm

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Title of Authorized Official

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Date

## Federal Changes

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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Authorized Official of Firm

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Title of Authorized Official

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Date

**Civil Rights (EEO, Title VI & ADA)**  
29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

\_\_\_\_\_  
Date

## Disadvantaged Business Enterprises (DBEs) 49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **4.2 %**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as County of Lackawanna Transit System deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors 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. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with initial bids (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County of Lackawanna Transit System. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify County of Lackawanna Transit System, 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 County of Lackawanna Transit System.

f. The contractor hereby agrees to subcontract a minimum of \_\_\_\_% of the contract to Disadvantaged Business Enterprises. (A list of DBE's certified in the Commonwealth of Pennsylvania can be found in the DBE Directory, which can be accessed at [www.paucp.com](http://www.paucp.com).)

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

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

\_\_\_\_\_  
Date

**Incorporation of FTA Terms**  
**[FTA Circular 4220.1E](#)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County of Lackawanna Transit System requests which would cause the County of Lackawanna Transit System to be in violation of the FTA terms and conditions.

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Authorized Official of Firm

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Title of Authorized Official

\_\_\_\_\_  
Date

## Suspension and Debarment

49 CFR Part 29

Executive Order 12549

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

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

By signing and submitting its bid or bid, the bidder or bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Lackawanna Transit System. If it is later determined that the bidder or bidder knowingly rendered an erroneous certification, in addition to remedies available to the County of Lackawanna Transit System, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Authorized Official of Firm

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Title of Authorized Official

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Date

**Lobbying**  
31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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

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

\_\_\_\_\_  
Date

**Clean Air**

42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18

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

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

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

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Title of Authorized Official

\_\_\_\_\_  
Date

**Clean Water**

33 U.S.C. 1251

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

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

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Authorized Official of Firm

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Title of Authorized Official

\_\_\_\_\_  
Date

**Energy Conservation**  
42 U.S.C. 6321 et seq.  
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

\_\_\_\_\_  
Date

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

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

**NON-COLLUSION AFFIDAVIT**

**FOR BID FOR** \_\_\_\_\_

(Name of project or item being bid upon)

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

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_

(Title)

(Name of my Firm)

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

I state that:

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

I state that \_\_\_\_\_ understands and  
(Name of my firm)  
Acknowledges that the above representations are material and important, and will  
be relied on by \_\_\_\_\_ in awarding the  
contract(s) for which this (Name of my firm)  
bid is submitted. I understand and my firm understands that any misstatement in  
this affidavit is and shall be treated as fraudulent concealment from  
\_\_\_\_\_

(Name of public entity)  
of the true facts relating to the submission of bids for this contract.

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

SWORN TO AND SUBSCRIBED

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

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

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

### **County of Lackawanna Transit System's Protest Procedure**

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

#### **Contents of Protest to COLTS**

A bidder or bidder filing a protest with COLTS must submit the protest in writing, via certified United States mail with a return receipt request, to County of Lackawanna Transit System (COLTS) c/o Executive Director, 800 North South Road, Scranton, PA 18504. 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 COLTS must be fully supported to the extent possible;
4. The desired relief, action or ruling from COLTS.

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

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

- (1) COLTS' 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 (COLTS), 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 COLTS, and a copy of the COLTS decision, if any; and
5. The desired relief, action or ruling from FTA.

FTA will not consider any data that was not submitted to COLTS. If new data becomes available after the exhaustion of administrative remedies with COLTS, that data should be submitted to COLTS with a request for reconsideration. If the request is denied or if the protestor’s administrative remedies with COLTS are again exhausted, the protestor 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 COLTS is known or should have been known, whichever is earlier.

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

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

\_\_\_\_\_  
Date