

**Electronic Signage  
REQUEST FOR PROPOSAL**

**IFB #CAT-2018-005**



**Capital Area Transit**

Serving Dauphin and Cumberland Counties And the City of Harrisburg

**August 2, 2018**

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**A. NOTICE TO BIDDERS**

**INVITATION FOR BID (IFB)**

**Electronic Signage**

The Cumberland-Dauphin-Harrisburg Transit Authority dba Capital Area Transit (CAT) is seeking bids for electronic signage, mounting hardware, and associated items.

Sealed bids in duplicate (one original and one copy) will be received by the Cumberland-Dauphin-Harrisburg Transit Authority, 901 North Cameron Street, Harrisburg, PA 17101, until:

**11:00 A.M, August 23, 2018**

Bids must be submitted on the forms provided, including all Attachments. Please mark the envelope in which the bids are submitted "Electronic Signage".

**Emailed and faxed responses will not be accepted.**

As per the specifications on file with and available from:

James Mobley  
Procurement Manager  
Capital Area Transit  
901 North Cameron Street  
Harrisburg, PA, 17105  
(717) 233-5657, ext. 134

All bids shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between the Cumberland-Dauphin-Harrisburg Transit Authority and the U. S. Department of Transportation, and in compliance with all applicable Equal Employment Opportunity laws and regulations.

This Authority solicits and encourages Disadvantaged Business Enterprises / Women Business Enterprise participation. DBE's / WBE's will be afforded full consideration of their responses and will not be subject to discrimination. Bidders will be required to comply with the Cumberland-Dauphin-Harrisburg Transit Authority DBE / WBE Program goal requirement where applicable.

The Cumberland-Dauphin-Harrisburg Transit Authority reserves the right to postpone, accept, or reject any and all bids, in whole or in part, or to waive any and all informalities, as it deems in its best interest. Any person on the list of ineligible contractors for federally assisted projects is not an eligible bidder.

**B. ANTICIPATED PROCUREMENT SCHEDULE**

(Subject to Change)

BIDS ADVERTISED..... AUGUST 2, 2018  
REQUEST FOR APPROVED EQUALS DUE.....AUGUST 13, 2018  
RESPONSES TO REQUESTS FOR APPROVED EQUALS BY..... AUGUST 16, 2018  
BIDS DUE & OPENING .....AUGUST 23, 2018  
AWARD OF CONTRACT..... *TBD*

**C. BID FORM**

The undersigned hereby declares that he/she has carefully read and examined the full Invitation For Bid (IFB) document, including the appendices, and has prepared the following Pricing Schedule accordingly.

\_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**TOTAL (BID) PRICE: \$ \_\_\_\_\_**

See attached pricing breakdown form titled "C.a Bid Form Attachment."  
Review Section G in its entirety before submitting attached breakdowns (Required)

From the date of the Notice to Proceed, please state the maximum number of calendar days to deliver the order.

Maximum number of calendar days to completion: \_\_\_\_\_

The bidder understands that any condition stated above, clarification made to the above or information submitted on or with this form – other than that requested – will render the bid unresponsive.

**C.a BID FORM ATTACHMENT**

**1. Cost of Signs + Mounting Hardware**

	Manufacturer/Product/Model Number	Unit cost	Units	Total
Monitors/Electronic Signs		\$	60.00	\$ _____
Mounting Hardware		\$	60.00	\$ _____
<b>Monitors + signs Total</b>			<b>Total</b>	<b>\$ _____</b>

**2. Cost of SIM Cards**

Is Sim Card Provided?	(yes/no) Circle one			
If no, please provide a list of compaitable SIM Cards (Attach to pricing sheet)				
If yes please complete the following				
	Manufacturer/Product/Model Number	Unit Cost	Units	Total
SIM Cards		\$	60.00	\$ _____

**3. Hositng and Cloud Fees**

Hosting and Cloud Fee	Provider	Unit Cost	Units	Total
		\$	60.00	\$ _____

**4. Training + Technical Support**

		Unit Cost	Year	Total
Training	Please attach training breakdown	\$	1.00	\$ _____
Technical Support Yr 1	Please attach support details	\$	1.00	\$ _____
<b>Training + Tech Support Total</b>			<b>Total</b>	<b>\$ _____</b>

<b>Total Bid Price</b>	<b>\$ _____</b>
------------------------	-----------------

**5. Additional Tech Support**

		Unit Cost	Year	Total
Technical Support Yr 2	Please attach support details	\$	1.00	\$ _____
Technical Support Yr 3	Please attach support details	\$	1.00	\$ _____
Technical Support Yr 4	Please attach support details	\$	1.00	\$ _____

**D. EXHIBIT A**

**BIDDER'S CHECKLIST**

Check-off each required item to indicate that the item is included in the bid proposal.

Check-off

- Bid Form (And all necessary attachments)..... \_\_\_\_\_
- Section G – Technical Specs – Reviewed in completion .....\_\_\_\_\_
- Exhibit B- Addendums & Addenda Acknowledgement.....\_\_\_\_\_
- Attachment A- Non-Collusion Statement.....\_\_\_\_\_
- Attachment B- Non-Collusion Disclosure.....\_\_\_\_\_
- Attachment C- Certification Regarding Lobbying.....\_\_\_\_\_
- Attachment D- Certification of Primary Participant Regarding Debarment, Suspension, and Other  
Responsibility Matters.....\_\_\_\_\_
- Attachment E- Commonwealth of PA Non-Discrimination Claus.....\_\_\_\_\_
- Attachment F- Disadvantaged Business Enterprise Certification.....\_\_\_\_\_
- Attachment G- Disadvantaged Business Enterprise Participation Form.....\_\_\_\_\_
- Attachment H- DBE Eligibility Certification.....\_\_\_\_\_
- Attachment I- DBE Affidavit.....\_\_\_\_\_
- References.....\_\_\_\_\_



**E. EXHIBIT B**

**ADDENDUMS**

Any changes to this IFB document will be made by written addendum issued by CAT. Upon issuance, the addendum will be considered part of the IFB and will prevail over inconsistent or conflicting provisions contained in the original document. Addenda will be mailed and transmitted by facsimile to all potential bidders who have previously requested a copy of the IFB.

Bidders shall acknowledge receipt of all addenda below, and they shall also include a copy of all addenda in an appendix to the bid. As with other required documentation, bidders that fail to reference receipt of addenda and do not include a copy of the addenda as indicated may be excluded from consideration for contract award.

**ADDENDA ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda (if any) to the bid.

Addenda #1 \_\_\_\_\_  
DATE Signature

Addenda #2 \_\_\_\_\_  
DATE Signature

Addenda #3 \_\_\_\_\_  
DATE Signature

Addenda #4 \_\_\_\_\_  
DATE Signature

Addenda #5 \_\_\_\_\_  
DATE Signature

Addenda #6 \_\_\_\_\_  
DATE Signature

Addenda #7 \_\_\_\_\_  
DATE Signature

Addenda #8 \_\_\_\_\_  
DATE Signature

## **F. GENERAL CONDITIONS/INSTRUCTIONS TO BIDDERS**

### **CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY dba Capital Area Transit (CAT)**

#### **Electronic Signage**

All inquiries and other correspondence relating to this request for bids, both prior to and subsequent to the letting of the contract arising therefrom shall be with:

James Mobley  
Procurement Manager  
Capital Area Transit  
901 North Cameron Street  
Harrisburg, PA 17105  
(717) 233-5657, ext. 134  
[jmobley@cattransit.com](mailto:jmobley@cattransit.com)

#### **1.0 The Contract Documents**

The Agreement, General Conditions and Specifications with all notes and or changes made thereon before signing of the Agreement are the Documents forming the Contract.

#### **1.1 Financial Assistance Grant**

Financial support of this contract is provided through financial assistance grants from the Federal Transit Administration (FTA), Pennsylvania Department of Transportation (PADOT) and CAT. The successful bidders and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the purchaser.

#### **1.2 Approval by United States Department of Transportation**

The award of a contract for labor and materials is subject to the concurrence of the United States Department of Transportation (DOT).

#### **1.3 Federal Regulations**

The contract between CAT and the successful bidder is subject to the Federal Transit Administration Circular 4220.IF "Third-Party Contracting Requirements" dated March 18, 2013.

#### **1.4 Intent of Specifications**

It is the intent of these specifications to take advantage of the latest advances in industrial design and construction. It is the intent to specify durable materials and which will be rugged and most suitable for CAT considering such facts as may be reasonably and properly taken into account. Only new materials, produced by manufacturers who have demonstrated experience in this field will be considered. The units offered shall be of the latest design in current production. The bid shall include a complete description of each major component to be furnished, including materials, manufacturer, model number or other specific identifications.

#### **1.5 Compliance with Specifications**

In all cases, materials must be furnished as specified, but where brand names are used, consider the terms “approval equal” to follow; however, written approval for any proposed “equal” must be received before the scheduled bid opening.

All bids received shall remain in effect 60 days after bid opening.

Invoices shall be furnished upon shipment and payment shall be made net thirty (30) days from shipment.

#### 1.6 Award of Contract (IFB)

The award of contract will be made to the responsive and responsible low bidder whose bid conforms to the specification documents. Award shall be based on the price bid for all items. The Authority reserves the right to accept or reject any or all bids.

#### 1.7 Term of Payment

The contractor shall submit billing concurrent with Item 1.5 of the specifications. Payment by CAT will be made net Thirty (30) days according to the stated terms.

#### 1.8 Taxes

CAT is exempt from payment of all federal, state and local taxes in connection with this purchase and said taxes shall not be included in the bid price. CAT will provide necessary tax exempt certificates.

#### 1.9 Materials Warranty

The bidder shall assume responsibility for all materials and accessories used in the equipment whether the same is made by the manufacturer or purchased ready-made from an outside source.

#### 1.10 Delivery/Completion

Each bid shall provide for the realistic delivery/completion of the project to the property of CAT and the bidder shall state the earliest possible date for delivery/completion of the project.

#### 1.11 Contractual Obligation of Bidder

Each bid shall be submitted with the understanding that the acceptance in writing by CAT of the labor and materials described therein shall constitute a contract between the bidder and CAT, which shall bind the bidder on his part to furnish and deliver at this bid price in accordance with the conditions of said accepted bid and specifications.

#### 1.12 Warranty

The bidder shall warrant that all materials will conform to the published specifications and will be free from defects in material workmanship and title. The product must be of first quality and the workmanship must be the best attainable. All materials furnished shall be subject to testing to assure compliance with contractual specifications. The warranty period shall be one year from date of acceptance. If it appears that within one year from date of acceptance that any materials fail to meet the warranty specified above and the purchaser notifies the supplier promptly, the supplier shall thereupon correct any deficit, including nonconformance with the specifications or bid award terms, whichever is applicable and, at his option and expense, either repair or replace any defective materials or parts.

### 1.13 Patents

The bidder shall assume all costs arising from the use of patented materials, equipment, devices, or processes not furnished by CAT, used on or incorporated in the project and shall indemnify and save harmless CAT, FTA, and their duly authorized representatives, from all suits of law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

### 1.14 Inspection and Acceptance

All labor and materials, covered by this specification, shall be subject to the inspection of CAT. This inspection shall be made at the point of delivery or with the material installed. The point of inspection shall be optional with the purchaser and written acceptance shall take place within thirty (30) days of the completion of installation.

### 1.15 General

- a. The supplier shall comply with all applicable federal, state and local laws.
- b. Sealed bids shall be submitted in envelopes clearly marked “Sealed Bid– Electronic Signage” and must be received at the office of the Authority prior to the scheduled time of the bid opening. Quotations received after the scheduled time of the bid opening time will not be considered.

### 1.16 Conditional Bids

Conditional bids, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

### 1.17 Bid Forms

Bids must be submitted on forms provided. Bids submitted in any other form will be considered non-responsive and will be rejected.

### 1.18 Definition of Terms

The term “manufacturer” – “supplier” – “contractor” used in this specification means the concern or its duly authorized representative accepting the order to furnish and deliver material covered by this specification. The term “purchaser” – “CAT” refers to the Cumberland-Dauphin-Harrisburg Transit Authority.

### 1.19 Errors & Omissions

The supplier will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the supplier should errors or omissions be called to the attention of CAT.

### 1.20 Packing and Shipping

All materials shall be packaged and shipped in a manner to insure their receipt without loss or injury and to permit further handling if necessary. Small stock shall be securely bundled, bagged, boxed or crated.

The supplier shall be responsible for and replace any material lost or damaged during transit of materials F.O.B. Harrisburg. Each package shall be plainly marked indicating the kind and quantity of material, part number and the purchase order number of the CAT.

## 1.21 Rejection

Failure of any of the material or of a sample or samples thereof to satisfactorily meet inspection will be cause for rejection of the material furnished under this specification. The supplier shall pay rejected material transportation charges both ways.

## 1.22 Contract Changes

The Contracting Officer, at any time, by a written order, and without notice to the sureties make changes within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be notified in writing accordingly. Any claim by the Contractor of the notification of change: Provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 1.23 Interest of Members of or Delegates to Congress:

No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of this contract or to any benefit arising therefrom.

## 1.24 Conflicts of Interest

No member, officer, or employee of the Public Body, Transit Authority, or locality during his tenure or one year thereafter shall have any interest direct or indirect, in the Contractor, the Contract or proceeds thereof.

## 1.25 Commonwealth of Pennsylvania Non-Discrimination Clause

CAT is a contract recipient of funds from the Commonwealth of Pennsylvania. A condition for the receipt of the funds is that all subcontracts must certify to compliance with the Non-Discrimination Clause.

## 1.26 Protest and Appeal Procedures

This procurement is conducted under contracting guidelines issued by the Federal Transit Administration (FTA) Circular 4220.1F dated March 13, 2018. All protest decisions must be in writing. A protester must exhaust all administrative remedies with CAT before pursuing a protest with FTA. Under C4220.1F protests and appeals to FTA may be made only on the basis that CAT does not have written protest procedures or failed to follow such procedures.

- a. CAT reserves the right to postpone bid opening for its own convenience and to reject any or all bids.
- b. Changes to the specifications will be made by addendum.
- c. Prime contractors and subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written, documented requests required by the paragraphs below.

- d. Requests for approved equals, clarifications of specifications and protests of specifications, must be received by CAT in writing not less than ten (10) calendar days before the date of scheduled bid opening. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- e. CAT's replies to requests under Paragraph (d) above will be postmarked at least five (5) calendar days before the date scheduled for bid opening.
- f. Bidders wishing to protest bid openings or bid awards may do so by giving written notice to the General Manager of CAT. This notice must be given within three (3) calendar days after bid opening or bid award. The protestor must state in writing the grounds for protest and provide supporting documentation for their protest.
- g. If CAT determines a bid opening should be postponed due to a Protest, all bidders will be notified in writing.
- h. If the bids have been opened but a contract has not yet been awarded and a protest has been received in accord with Paragraph (f), CAT will notify all bidders and will not proceed with the bid award until CAT has submitted a written response to the protesting bidder and believes the protest to be resolved.
- i. If the award of the contract has already been made at the time that a bid protest is received, CAT will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice to Proceed until CAT believes the protest has been resolved.
- j. Failure of a protestor to comply with the procedures and the time limits stated in this section will result in dismissal of the protest by CAT.

#### 1.27 Covenant Against Gratuities

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of CAT or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of contract.

#### 1.28 Assignment of Contract

The Contractor shall not assign or transfer any interest in the contract or delegate its performance of duties, except upon written approval of CAT, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance on this contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

#### 1.29 Liability

##### Liability

As between CAT as one party, and the Contractor as the other party, the Contractor is deemed to assume responsibility and liability for all damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any act, neglect, omission or failure to act on the part of the Contractor or any of his officers, agents, servants, employees or subcontractors in his or their performance of the work. The Contractor shall indemnify and hold harmless CAT and any and all of its officers, agents, servants or employees from and against any and all claims, loss, damage, charge or expense, including attorney's fees, whether direct or indirect, to which any of them may be put or subjected to by reason of any such loss or injury. In addition to any other remedy authorized by law, so much of the

money due the Contractor under the contract as shall be considered necessary by CAT may be retained until disposition has been made of any claims for damages.

### 1.30 Advertising and Public Relations

CAT reserves the right to review and approve any CAT related copy prior to publication. The Contractor shall not allow any CAT related copy to be published in the Contractor's advertisement of public relations program until submitting to CAT related copy and receiving prior written approval from CAT. The Contractor shall agree that the material published about or referring to CAT and its equipment shall be factual and in no way imply that CAT either encourages or supports the Contractor's firm or product.

### 1.31 Right to Know Disclosure

Information submitted as part of the successful bid/awarded contract will become public information and subject to "Right to Know Disclosure." The law is available at the Pennsylvania's Office of Open Records website here: [http://openrecords.state.pa.us/portal/server.pt/community/open\\_records/4434/right-to-know\\_law/466460](http://openrecords.state.pa.us/portal/server.pt/community/open_records/4434/right-to-know_law/466460)

### 1.32 Proprietary Information

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

### 1.33 Request for Approved Equals, Exceptions & Clarifications

A minimum of ten calendar (10) days before the bid opening, all potential bidders may request the purchaser to give clarification, exceptions, or approved equals for portions of the specification. (August 13, 2018) Wherever material, product or service is defined in this IFB by using a brand name, the term "approved equal", if not inserted therewith, shall be implied. It is understood that any reference to a particular brand name has been made solely for the purpose of more clearly indicating the standard required. The term "approved equal" is used as a means of defining the performance or other salient requirements of this procurement. The purchaser shall determine if the proposed material, product, or service meets the standard required. Written notice of any changes or approved equals allowed or disallowed will be mailed/mailed within three (3) calendar days to all potential bidders (August 16, 2018. Answers will also be posted to solicitation notice website page.) The bidder must comply with all specified items or its bid will be considered nonresponsive. No exceptions to the specification will be allowed after the bid opening.

Name/Title: James Mobley, Procurement Manager  
Address: 901 North Cameron Street,  
Harrisburg PA, 17101  
Email: [jmobley@cattransit.com](mailto:jmobley@cattransit.com)

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 Bid Notice

The purchaser, Capital Area Transit, hereby gives notice that it will receive sealed bids for the purchase of Electronic Signage, Mounting Hardware, and Associated items. Bidders shall submit their bid in duplicate

in a sealed envelope. Bidders shall reference this particular sealed bid opening by, “IFB CAT-18-05, August 23, 2018, Electronic Signage” on the face of its sealed bid envelope. Bids shall be submitted on forms furnished in this IFB and shall be received at the following address no later than the following date and time (local time):

MAILING ADDRESS	901 North Cameron Street Harrisburg, PA 17101
TELEPHONE NUMBER	(717) 233 – 5657 (ext.5134)
DATE OF BID OPENING	August 23, 2018
TIME OF BID OPENING	11:00 A.M.

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DEADLINE FOR BID SUBMISSION August 23, 2018, 11:00 A.M.

- 2.2 At the time indicated in Section 2.1, the bids will be publicly opened and read aloud at the following location: Capital Area Transit, 901 North Cameron Street, Harrisburg PA 17101  
Second Floor Board Meeting Room
- 2.3 It is the responsibility of the bidder to submit its bid to the location indicated in Section 2.1 prior to the time of bid opening, regardless of medium used. No bid shall be considered if it arrives after the time set for bid opening.
- 2.4 It is the intent of this IFB to require the bidder to deliver 60 Electronic Signage monitors, required mounting hardware, and associated items listed in specifications. (See Section G of this solicitation)
- 2.5 Each Electronic sign and all parts shall be new, and in no case will the items be used (except for delivery and pre-delivery inspection purposes). Under no circumstances will used, reconditioned, or obsolete parts be accepted.
- 2.6 The specifications found in Section G of this IFB indicate MINIMUM requirements unless otherwise indicated.
- 2.7 The deliverables shall comply with all applicable Federal, State and Local regulations. In the event of any conflict between the requirements of this specification and any applicable legal requirement, then the legal requirement shall prevail.
- 2.8 The price quoted by the bidder shall include items of labor, materials, tools, equipment and other costs necessary to fully complete the product cost and delivery of the deliverables pursuant to this IFB.
- 2.9 Bids may be modified or withdrawn by written notice or in person by a bidder if the bidder’s identity is made known and a receipt of the bid is signed prior to the exact hour and date set for the opening of bids.
- 2.10 Each bidder shall thoroughly examine and be familiar with all the contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. The submission of a proposal shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the contract documents and specifications in every detail.
- 2.11 Award will be made to that responsible bidder whose bid, responsive to the invitation, will be most advantageous to the Government, considering only price.



## **G. TECHNICAL SPECIFICATIONS**

Capital Area Transit

The following is the technology scope of work requirements for electronic signage for Capital Area Transit.

### **Signage Requirements:**

Capital Area Transit is looking to source 60 internal multimedia LCD or multimedia LED signs only at this time. The following are the minimum requirements needed by Capital Area Transit for electronic signage.

- Each sign must be at least 40 inches in size but not to exceed 49 inches in size.
- Each sign must receive power from standard 110V outlet.
- Each sign must support, out of the box, connectivity in the following forms: Wireless, Ethernet and Cellular

Sign needs to support and integrate with Avail Technologies RTIS data stream. (see <https://www.availtec.com/our-solutions/real-time-status> for details)

### **Signage Hardware:**

Capital Area Transit is looking to source 60 internal multimedia LCD or multimedia LED signs only at this time. All signs must include indoor mounting hardware for the sign to be attached to any indoor building material walls. This should include, but is not limited to, drywall, brick, concrete, block and wood mounting surfaces. Capital Area Transit will require mounting hardware with each sign.

### **Additional Software or Hardware:**

If sign requires any software to run, process, allow updating or configuring this software must be included for each sign. Furthermore, if the sign requires any additional hardware to function, allow updating or configuring vendor is to notify Capital Area Transit and provide said hardware for each sign.

Vendor must confirm if cellular SIM card is provided or additional. If additional, Capital Area Transit would need a list of compatible SIM cards and cellular providers known to work with and support vendors signage. Vendor must confirm how sign will function during power loss or outage. If battery backup is an option, vendor must provide the additional information and requirements needed to Capital Area Transit.

### **Hosting and Cloud Fees:**

Vendor is to provide the cost of hosting and cloud fee for each sign to Capital Area Transit in writing in the following format: Cost per sign per year and discount applied for multiple signs if permitted.

The cloud platform must allow and support multiple user setups and support security levels within, so Capital Area Transit can permit or deny access to certain signs according to the user's permission level. Vendor will need to provide example data usage per month per sign, so Capital Area Transit can determine type of Internet connection and cost associated with each sign.

### **Signage Content:**

Sign will need to have support for the following types of media content:

- Basic content, to include, text, highlighted text, colors and colored backgrounds
- Static and moving images (jpg, jpeg, gif file types)
- Video and audio files, including YouTube and MP3\WAV
- RSS Feeds
- PowerPoint Slideshows
- Emergency Alerting Systems
- Avail Technologies RTIS feed

### **Technical Support, Customer Service and Training:**

Vendor is to provide training and technical support for their signs. Initially, support should be provided for at least one year from the time signs are delivered to Capital Area Transit. Vendor is to provide pricing for extended technical support on Bid form Attachment. (See document, "C.a Bid Form Attachment)

## **H. FEDERALLY REQUIRED CONTRACT CLAUSES AND PROVISIONS**

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The Purchaser and the 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 Capital Area Transit, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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 CFR Part 31, apply to its actions pertaining to the 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 to Capital Area Transit in connection with this project, Capital Area Transit and/or the Federal Government reserve the right to the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent that Capital Area Transit and/or the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to Capital Area Transit or 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. §5301 et seq., Capital Area Transit and/or the Federal Government reserves the right to impose the penalties of 18 U.S.C.§1001 and 49 U.S.C. §5301 et seq. on the Contractor, to the extent that Capital Area Transit and/or the Federal Government deems appropriate.

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.

### **ACCESS TO RECORDS AND REPORTS**

The Contractor agrees to provide CAT, 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. Further, contractor agrees to maintain all required records for at least three (3) years after Capital Area Transit makes final payment and all other pending matters pertaining to the contract are closed.

### **APPLICABILITY AND FEDERAL GRANT CONTRACT (FEDERAL CHANGES)**

This procurement is subject to a financial assistance contract between Capital Area Transit and the U.S. Department of Transportation. The contractor will be required to comply with all terms and conditions that have been included in this procurement specification. In addition, 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 Agreement between Capital Area Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract. The Contractor agrees to accept all changed requirements that apply to this contract.

## TERMINATION OF CONTRACT

### A. Termination for Convenience:

Capital Area Transit for its convenience may terminate this contract, in whole or in part, at any time by written notice to the Contractor. After receipt of a Notice of Termination, and except as directed by the Capital Area Transit, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to Capital Area Transit, the Contractor will account for the same and dispose of it in the manner Capital Area Transit directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract, the contract termination agreement, applicable laws and regulations.

### B. Termination for Default:

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other material provisions of the contract, Capital Area Transit may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination on the Contractor, setting forth the manner in which the Contractor is in default and the effective date of termination. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to Capital Area Transit caused by such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract, the contract termination agreement, applicable laws and regulations. If the Contractor has any property in its possession belonging to Capital Area Transit, the Contractor will account for the same and dispose of it in the manner Capital Area Transit directs.

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

Capital Area Transit in its sole discretion may, in the case of a termination for breach or default, allow the contractor fourteen (14) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Capital Area Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of the Contract within fourteen (14) calendar days after receipt by Contractor of written notice from Capital Area Transit setting forth the nature of said breach or default, Capital Area Transit shall have the right to terminate the Contract with a written 30-day cancellation notice without any further obligation to Contractor. Any such termination for default shall not in any way

operate to preclude Capital Area Transit from also pursuing all available remedies against Contractor and its sureties for said breach of default.

In the event that Capital Area Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Capital Area Transit shall not limit Capital Area Transit's remedies for any succeeding breach of that or of any other term, covenant or condition of the contract.

#### C. Termination or Suspension for Non-Appropriation:

Capital Area Transit's Board of Commissioners may cancel this contract at the end of the then current fiscal period for non-appropriation of funds. Such cancellation shall be upon thirty (30) days written notice to the Contractor. Capital Area Transit's fiscal period ends June 30 of each year. If the contract is terminated as provided in this subsection Capital Area Transit will be liable only for payment in accordance with the terms of this contract for costs incurred prior to the effective date of termination; and the Contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination. If the Contractor has in its possession any property belonging to Capital Area Transit, the Contractor shall account for same and dispose of it in the manner Capital Area Transit directs.

Funding under this contract beyond the current appropriation year is conditional upon the appropriation by the Capital Area Transit Board of Commissioners of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year and the termination will be processed as a termination for convenience. Termination may be for all or part of the contract. In addition, Capital Area Transit reserves the right to suspend delivery of all or part of an order if it is in the best interest of the Agency.

#### TITLE VI COMPLIANCE (CIVIL RIGHTS)

The following requirements shall 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 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 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 American 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.

### CONTRACT BREACHES AND DISPUTE RESOLUTION

Disputes: Disputes arising from the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the General Manager of Capital Area Transit. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Capital Area Transit’s General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by Capital Area Transit, Contractor shall continue performance under the 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 other party or of any of his employees, agents or others for whose act he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Capital Area Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by binding arbitration utilizing a firm or individual mutually acceptable to both parties.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies 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 Capital Area Transit or the 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.

### DISADVANTAGED BUSINESS PARTICIPATION

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%. Capital Area Transit's overall goal for DBE participation is **3.38 %**. A separate contract goal has not been established for this procurement.

The contract or subcontractor 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 DOT-assisted contracts. 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 other such remedy as Capital Area Transit deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor for future bidding as non-responsible.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

The contractor must promptly notify Capital Area Transit, 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 Capital Area Transit.

#### PROMPT PAYMENT, RETAINAGE, AND MONITORING

Prompt Payment: The CPTA will include the following clause in each DOT-assisted prime contract: 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 CPTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CPTA. This clause applies to both DBE and non-DBE subcontracts.

Retainage: The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors 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 CPTA. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: The CPTA has established, to monitor and enforce that prompt payment and return of retainage is occurring, a monthly DBE statement to be completed by the contractor. This statement is submitted to CPTA for the purpose of recording of prompt payment and successful completion of work duties assigned to DBEs. Furthermore, depending on the size and scope of the work performed, construction management consultants may be used. The Contractor shall notify CPTA in writing of any delay or postponement of payment beyond thirty (30) days and such written notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Contractor is basing its actions. CPTA shall not be obligated to make a progress payment or a final payment to a Contractor who has failed to make payments promptly to its subcontractors for work performed, and for

which CPTA has made payment, without good cause. The remedies CPTA has available to enforce the DBE requirements contained in its contracts include, but are not limited to, the following:

1. Breach of contract action pursuant to the terms of the contract. The intent of proceeding will be to initiate corrective action on the part of the contractor. If the corrective action is not implemented, the contractor will be terminated in accordance with the terms of the contract.
2. Inform the Pennsylvania Department of Transportation of any false, fraudulent, or dishonest conduct regard the DBE Program. Beyond the power of CPTA within the contract terms, the Federal government has available the following mechanisms that apply to firms participating in the DBE program:
  - a) Suspension or debarment proceedings pursuant to 49 CFR Part 26.
  - b) Enforcement action pursuant to 49 CFR Part 31.

In connection with the performance of the contract for this project, the contractor shall make a good faith effort to cooperate with Capital Area Transit in meeting its commitments and goals with regard to the maximum utilization of disadvantaged businesses and will use such efforts to ensure that disadvantaged businesses shall have the maximum practicable opportunity to participate.

Disadvantaged Business Enterprises are encouraged to submit proposals.

#### INCORPORATION OF FTA TERMS

The provisions contained herein include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in these contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 Capital Area Transit requests that would cause Capital Area Transit to be in violation of the FTA terms and conditions.

#### CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

#### ENERGY CONSERVATION

The Contractor agrees to recognize and abide by the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163).

### RECYCLED PRODUCTS

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

### ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Capital Area Transit and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq. and 49 U.S.C. §322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. §1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38, 36 C.F.R Part 1192;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Construction and Alteration of Public Buildings", "Accommodations for the Physically Handicapped", 41 C.F.R. Part 101-19;
- G. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities", 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.



## I. ATTACHMENTS

Attachment A- Non-Collusion Statement

Attachment B- Non-Collusion Disclosure

Attachment C- Certification Regarding Lobbying

Attachment D- Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.

Attachment E- Commonwealth of PA Non-Discrimination Clause

Attachment F- Disadvantaged Business Enterprise Certification

Attachment G- Disadvantaged Business Enterprise Participation Form

Attachment H- DBE Eligibility Certification

Attachment I- DBE Affidavit

ATTACHMENT A

NON-COLLUSION STATEMENT

AFFIDAVIT OF NON-COLLUSION:

I hereby certify:

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

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TRADING AND DOING BUSINESS AS (CHECK ONE)

Individual

Partnership

Corporation  
(seal)

ATTACHMENT B

NON-COLLUSION DISCLOSURE

The bidder shall disclose, to the best of his or her knowledge, any member of the Board of Directors or any employee of the Cumberland-Dauphin-Harrisburg Transit Authority, or any relative of any such directors or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

NAME

RELATIONSHIP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF NOT APPLICABLE, STATE "NONE": \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

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 any 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, an officer or 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).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards 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 Contractor, \_\_\_\_\_, 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

ATTACHMENT D

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_  
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the primary 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 PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE 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.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ATTACHMENT E  
COMMONWEALTH OF PENNSYLVANIA  
NON-DISCRINATION CLAUSE

DURING THE TERM OF THIS CONTRACT, CONTRACTOR AGREES AS FOLLOWS:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure 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: 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, agent's applicants for employment, and other person, 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 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 non-compliance with this non-discrimination clause that Contractor had 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 Contractor will be unable to meet its obligation under this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
6. Contractor shall comply with all state and federal 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 be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. 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 Office of Administration, Bureau of Affirmative Action, for the purposes of investigation to ascertain compliance with the provisions of this clause. If 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 Bureau of Affirmative Action.
8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

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

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

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
SIGNATURE AND TITLE

ATTACHMENT F

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement.

(2) DBE Obligation: The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

Notice is hereby given that this bid proposal and potential contract is subject to the provisions of the CAT Disadvantaged Business Enterprise Program, the provisions of 49 CFR, Part 26, as amended, and the requirements of both documents.

Notice is hereby given that these documents are available at the CAT office at 901 North Cameron Street, P.O. Box 1571, Harrisburg, Pennsylvania 17105. Any questions concerning the requirements of this program should be directed to the DBE Liaison Officer.

Notice is hereby given that the following goals have been established for this contract.

Disadvantaged Business Enterprises (DBE) 3.38 % of the dollar value.

Notice is hereby given that the requirements of this attachment and the CAT Disadvantaged Business Enterprise Program are legal requirements which must be properly implemented.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: This form is to be submitted with the bid proposal. Also, please submit the attached "Disadvantaged Business Enterprise Participation Form" for any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amount to be paid to them. Please use the attached "Schedule A Certification and Schedule A Affidavit" for the DBE eligible subcontractors to certify to their eligibility. These forms shall also be submitted with the bid proposal.



ATTACHMENT G

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

Name of DBE Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

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DBE Participation Dollar Value: \_\_\_\_\_

ATTACHMENT H

**CERTIFICATION**

INFORMATION TO BE USED BY  
THE CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY  
FOR DETERMINING  
ELIGIBILITY

1. NAME OF FIRM: \_\_\_\_\_

2. ADDRESS OF FIRM: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

3. PHONE NUMBER OF FIRM \_\_\_\_\_

4. INDICATE WHETHER FIRM IS: SOLE PROPRIETORSHIP \_\_\_\_\_

PARTNERSHIP \_\_\_\_\_

JOINT VENTURE \_\_\_\_\_

CORPORATION \_\_\_\_\_

OTHER BUSINESS ENTITY (SPECIFY): \_\_\_\_\_

\_\_\_\_\_

5. NATURE OF FIRM'S BUSINESS \_\_\_\_\_

6. YEARS FIRM HAS BEEN IN BUSINESS \_\_\_\_\_

7. OWNERSHIP OF FIRM: IDENTIFY THOSE WHO OWN 5 PERCENT OR MORE OF THE FIRM'S OWNERSHIP. COLUMNS E AND F NEED TO BE FILLED OUT ONLY IF THE FIRM IS LESS THAN 100 PERCENT DISADVANTAGED OWNED.

A	B	C	D	E	F
NAME	RACE	SEX	YEARS OF OWNERSHIP	OWNERSHIP PERCENTAGE	VOTING PERCENTAGE

\_\_\_\_\_  
\_\_\_\_\_

WITH FIRMS LESS THAN 100 PERCENT DISADVANTAGED OWNED, LIST THE CONTRIBUTIONS OF MONEY, EQUIPMENT, REAL ESTATE, OR EXPERTISE OR EACH OF THE OWNERS.

8. CONTROL OF FIRM: IDENTIFY BY NAME, RACE, SEX AND TITLE IN THE FIRM THOSE INDIVIDUALS (INCLUDING OWNERS AND NON-OWNERS) WHO ARE RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT AND POLICY DECISIONMAKING, INCLUDING, BUT NOT LIMITED TO, THOSE WITH PRIME RESPONSIBILITY FOR:
1. FINANCIAL DECISION \_\_\_\_\_
  2. MANAGEMENT DECISIONS, SUCH AS:
    - A. ESTIMATING \_\_\_\_\_
    - B. MARKETING AND SALES \_\_\_\_\_
    - C. HIRING AND FIRING OF MANAGEMENT PERSONNEL  
\_\_\_\_\_
    - D. PURCHASES OF MAJOR ITEMS OR SUPPLIES
  3. SUPERVISION OF FIELD OPERATIONS \_\_\_\_\_
9. FOR EACH OF THOSE LISTED IN QUESTION 8, PROVIDE A BRIEF SUMMARY OF THE PERSON'S EXPERIENCE AND NUMBER OF YEARS WITH THE FIRM, INDICATING THE PERSON'S QUALIFICATIONS FOR THE RESPONSIBILITIES GIVEN HIM OR HER.
10. DESCRIBE OR ATTACH A COPY OF ANY STOCK OPTIONS OR OTHER OWNERSHIP OPTIONS THAT ARE OUTSTANDING, AND ANY AGREEMENTS BETWEEN OWNERS OR BETWEEN OWNERS AND THIRD PARTIES WHICH RESTRICT OWNERSHIP OR CONTROL OF THE DISADVANTAGED OWNERS.
11. IDENTIFY ANY OWNER (SEE ITEM 7) OR MANAGEMENT OFFICIAL (SEE ITEM 8) OF THE NAMED FIRM WHO IS OR HAS BEEN AN EMPLOYEE OF ANOTHER FIRM THAT HAS AN OWNERSHIP INTEREST IN OR A PRESENT BUSINESS RELATIONSHIP WITH THE NAMED FIRM. PRESENT BUSINESS RELATIONSHIPS INCLUDE SHARED SPACE, EQUIPMENT, FINANCING, OR EMPLOYEES AS WELL AS BOTH FIRMS HAVING SOME OF THE SAME OWNERS.
12. WHAT ARE THE GROSS RECEIPTS OF THE FIRM FOR EACH OF THE LAST TWO YEARS?
- YEAR ENDING \_\_\_\_\_ YEAR ENDING \_\_\_\_\_
- \$ \_\_\_\_\_ \$ \_\_\_\_\_
13. NAME OF BONDING COMPANY, IF ANY: \_\_\_\_\_
- \_\_\_\_\_
- BONDING LIMIT \_\_\_\_\_
- SOURCE OF LETTERS OF CREDIT, IF ANY \_\_\_\_\_
- \_\_\_\_\_

14. ARE YOU AUTHORIZED TO DO BUSINESS IN THE STATE AS WELL AS LOCALLY, INCLUDING ALL NECESSARY BUSINESS LICENSES?
  
15. INDICATE IF THIS FIRM OR OTHER FIRMS WITH ANY OF THE SAME OFFICERS HAVE PREVIOUSLY RECEIVED OR BEEN DENIED CERTIFICATION OR PARTICIPATION AS AN MBE, DBE, WBE AND DESCRIBE THE CIRCUMSTANCES. INDICATE THE NAME OF THE CERTIFYING AUTHORITY AND THE DATE OF SUCH CERTIFICATION OR DENIAL.

ATTACHMENT I

AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of:

\_\_\_\_\_  
(Name of firm)

as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract, which may be awarded, and for initiating action under Federal or State laws concerning false statements.

Note -- If, after filing this Certification and Affidavit, and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor, or if no prime contractor, inform the grantee directly.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Corporate Seal (where appropriate)

Date \_\_\_\_\_

State \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

(name) \_\_\_\_\_

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm):

\_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_