

INVITATION FOR BIDS for VEHICLE PARTS AND OR SERVICES

The Cumberland-Dauphin-Harrisburg Transit Authority (dba Capital Area Transit) is requesting Bids for the supply and delivery of vehicle parts and components for their fixed route, express and paratransit fleet vehicles. This project involves the procurement of all major elements of the parts inventory system and will result in contracts with qualified companies to offer OEM or equivalent aftermarket parts for CAT's fleets.

Sealed Bids will be received by the CAT at 901 North Cameron Street, Harrisburg, PA 17101 until 2:00pm, Friday April 19, 2019. A complete Request for Proposals package is available by contacting: James Mobley, Procurement Manager, 901 N. Cameron Street, Harrisburg, Pennsylvania, 17101; Phone: (717) 233-5657 ext. 5134; Fax: (717) 238-8307; email jmobley@cattransit.com.

The contract resulting from the successful Proposal is subject to financial assistance grants between the CAT, the U.S. Department of Transportation, and the PA Department of Transportation. The successful Proposer will be required to comply with all applicable laws and regulations. All Proposers will be required to certify that they are not on the United States Government list of debarred contractors. The CAT reserves the right to reject any or all Proposals received.

Sealed Bids and questions regarding the project should be addressed to:

Mark Mitchell
Maintenance Manager
Capital Area Transit
901 N. Cameron Street
Harrisburg, PA 17101

**CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT
AUTHORITY**

**INVITATION FOR BIDS
for
VEHICLE PARTS AND SERVICES**

March 4, 2019

BIDS DUE: 2:00PM April 19, 2019

Prepared by:

**Cumberland-Dauphin-Harrisburg Transit Authority (CAT)
901 N. Cameron Street
Harrisburg, PA 17101**

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SECTION I

1. INSTRUCTIONS TO BIDDERS

These instructions, requirements and any special instructions contained in the Invitation For Bid shall be a part of the terms and conditions of the bid. Any exceptions to these instructions, requirements of bid must be specified and submitted with the bidders' Bid. Failure to indicate any exceptions will be regarded as full acceptance of these requirements and instructions.

1.1 SUBMISSION INSTRUCTIONS

1.1.1 Quantity

The proposer shall submit:

One (1) unbound original including the Cost Form(s);

One (1) electronic copy (Word, Excel or PDF format); and,

One (1) electronic copy of the "CAT PARTS IFB BID FORM"(s) in Excel format in their Bid packet submission.

Any attachments or backup material will only require a single copy.

1.1.2 Due Date

In order to be considered, Bids must be received at the offices of the Cumberland-Dauphin-Harrisburg Transit Authority by 2:00pm prevailing time on Friday, April 19, 2019. Failure of the U.S. Postal Service or other delivery service to deliver Bid packages on time shall not be considered. Bids should be clearly marked "IFB – Vehicle Parts and Services" and delivered to:

Cumberland-Dauphin-Harrisburg Transit Authority
901 N. Cameron Street
Harrisburg, PA 17101
Attention: James Mobley
Tel (717)233-5657 ext.5134
Fax (717)238-8307

1.1.3 Proprietary Information

Any information contained in the Bids that the bidder considers proprietary must be clearly identified as such. The Cumberland-Dauphin-Harrisburg 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.

1.1.4 Forms

Section IV of this solicitation contains certain forms that are mandatory in the bid process. These forms must be executed and submitted in their exact format in



order for the bid to be considered responsive. Precise computer reproductions to expedite the bid preparation process are acceptable.

1.1.5 Modifications and Deviations to IFB

The provisions contained in this IFB, unless modified by written Addendum, will bind Proposers. Requests for modifications or deviations to the IFB must be submitted in writing to the CAT (contact information in Section 1.1.2, above) no later than 3:30 pm prevailing time on Monday, March 25, 2019. Such requests must describe in detail the modification or deviation requested and the reason for the request. The CAT will provide a written response to the request to all prospective Bidders by 2:00pm prevailing time on Monday, April 1, 2019. The CAT's decision concerning requests for modifications or changes shall be final.

1.2 QUESTIONS CONCERNING THE PROJECT

1.2.1 Pre-Proposal Clarifications

The Cumberland-Dauphin-Harrisburg Transit Authority will **not** conduct a pre-bid meeting. The bid package includes a "CAT PARTS IFB BID FORM" designed to capture all price information. Should bidders have questions on non-OEM parts or need further clarification of any aspect of the solicitation, they are welcome submit those issues and questions to the CAT no later than 3:30pm prevailing time on Monday, March 25, 2019. A summary of all issues raised prior to the deadline, and responses thereto, will be issued in writing to all bidders to whom a copy of the IFB has been distributed.

If CAT determines that changes to the IFB are necessary as a result of Pre-Bid questions and clarifications, CAT will issue a written addendum to all prospective Bidders. Bidders should be aware that this IFB and any subsequent written addenda serve as the sole basis upon which Bidders should submit Bids.

1.2.2 Verbal and Written Questions

Prospective Bidders are encouraged to submit questions, comments and concerns in writing with respect to this project. Verbal questions will not be accepted. Written questions received no later than 3:30pm prevailing time on Monday, March 25, 2019 will be answered in writing and distributed to all firms on the IFB distribution list. Questions should be addressed to Mark Mitchell of CAT at the address identified in Section 1.1.2, above.

1.3 BID FORMAT

1.3.1 Preparation of Bid

Bids shall be submitted on the forms furnished by CAT. The Bid form is set up to allow Bidders to enter either a fixed price on a per item basis, or, a percentage discount on a catalogue/list price. If a Bidder should enter amounts in both areas, the item price that is the lowest will be the recognized Bid Price. If erasures or other changes appear on the forms, the person signing the Bid and/or Forms shall initial



each erasure or change. If a Bid is from an individual or sole proprietorship, that individual shall sign the Bid. A Bid by a partnership shall be executed in the partnership name and signed by a partner with the official address of the partnership shown below the signature. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary. A Bid submitted by a joint venture shall list the name of the joint venture and the mailing address and shall be executed by all joint ventures in the same manner as if they were individually submitting Bids. The signature portion of the Bid forms shall be altered as needed for execution by all parties associated with the joint venture. All costs associated with preparing and submitting a Bid shall be the responsibility of the Bidder.

Bidders should feel free to submit any information they consider relevant to the evaluation of the project at hand, including samples of comparable work.

1.3.2 Minimum Requirements

For uniformity in all Bids, all Bids must contain the following information/elements and be presented in the following sequence:

- Cost Proposal – Cost proposals must be submitted in the format contained in the spreadsheet: “2019 CAT PARTS IFB BID FORMS.” This spreadsheet is supplied in Microsoft Excel format and Bidders must use that format. The information requested is required to support the reasonableness of the proposed Bid price(s) and is for the review of the evaluation committee only. It will not be shared with other proposers or released to the general public except in the form of total contract value. The prices and rates must be binding for the life of the contract if a NOTICE TO PROCEED is issued within sixty (60) days of submission. The cost set forth in the Bid must be binding for the period of the Contract and will become the amount issued with the Notice to Proceed. The Bidder must provide all information requested on the Bid form(s) for which they are tendering a Bid.
- Proposers Qualifications – This should include general information such as: Name of Bidder; Full address of Bidders’ principle office; telephone number and other contact information. Each Bidder should outline the experience of their firm in conducting similar work in similar situations. Please restrict your descriptions to projects that were performed largely by individuals who will be assigned to this project. This element should provide the following descriptions:
 - a) General qualifications and experience in providing services and administration of such services under a contract with transit authorities or other public agencies.
 - b) The number of years the Bidder has been in business and, the number of years of experience the Bidder has had in providing services similar to those



required in Section II – Scope of Services.

- c) Provide any other information (including appropriate business references) describing the Bidder's experience and past performance in similar services.
- d) A minimum of three (3) representative references should be included.
- **Financial Responsibility** - Bidders must provide information demonstrating that they have the necessary financial resources to meet the requirements and to provide the services described in Section II – Scope. This information shall include:
 - a) A statement indicating whether or not the bidder, its predecessors, or its principles have been involved in bankruptcy. If so, provide details.
 - b) Provide any additional information that will assist the CAT in determining if your firm is qualified to provide the services described in Section II – Scope.
- **Required Certifications** – The following certifications shall be submitted with the Bid on the forms provided by the CAT:
 - a) Acknowledgement of Addendum (Exhibit A).
 - b) Disadvantaged Business Enterprise (DBE) Certification (Exhibit B);
 - c) Affidavit of Non-Collusion (Exhibit C);
 - d) Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit D);
 - e) Restrictions on Lobbying (Exhibit E);
 - f) Price Proposal Form (Exhibit F)
- ***Subcontractors*** - The Bidder must indicate any and all portions of its Bid or services to be provided under this project by subcontractors.
- ***Disadvantaged Business Enterprise*** - If not addressed under subcontractors, please identify any participation in the project by disadvantaged business enterprise.

1.3.3 Bid Withdrawal

All Bids shall be valid for ninety (90) days after Bid opening. Prior to the date and time Bids are due; Bids may be modified or withdrawn by the Bidders' authorized representative in person, or by written or facsimile notice. If Bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the Bid. Written or facsimile notices shall be addressed to: James Mobley, Procurement Manager, Cumberland-Dauphin-Harrisburg Transit Authority, 901 North Cameron Street., Harrisburg, PA 17101 and received by the CAT or by facsimile at (717) 238-8307 no later than the exact due date and time.



1.3.4 Bid Signature

Bidders shall complete the heading on the “Menu” page of the 2019 CAT PARTS IFB BID FORM including: Bidder Name; Bidder Address; City, State, Zip Code and print a copy of that page. An authorized representative of the Bidder (See Section 1.3.1 above) shall then sign the page in the space provided at “Bidder Signature”. This signature page must be included in the bid package and will apply to all the parts lists indicated by an “X” in the fields below the signature. Each field will be populated as prices are entered in each of the respective areas. In the example below, X Y Z Parts Supply entered bids in the “Paratransit Parts” category.

2019 CAT PARTS IFB BID FORMS		
BIDDER NAME	:	<input type="text"/>
BIDDER ADDRESS	:	<input type="text"/>
City, State, Zip Code	:	<input type="text"/>
Bidder Signature	:	<input type="text"/>

↑ Print Page and Sign on Signature Line

Fixed Route	<input type="checkbox"/>
FILTERS	<input type="checkbox"/>
Paratransit	<input type="checkbox"/>
Instructions	

1.3.5 Parts List Bid Completion Instructions(s)

The list of part numbers furnished with the IFB are what CAT feels will accommodate the bulk of our parts procurement. Surely, there may be additional items not listed that we would need to purchase outside this IFB. In that case, CAT would follow our typical procurement guidelines. Bidders may add items to the list, in the open lines of each CAT PARTS BID FORM, as they feel might be necessary if they desire.

For each category of parts, generally divided into manufacturer or vehicle types, there is a separate spreadsheet labeled as such. For each category of parts Bidders wish to tender a bid, they should complete the form as per the example below.

Bidders MUST enter a “List/Catalog Unit Price” as a starting point. Then,



depending on how each item may be discounted, enter either a price in the “BID UNIT PRICE” (column “A”), or, a percent discount of that unit price in the “% Discount” (column “B”). Where column “B” is used, the percentage discount will be applied to the “List/Catalog Unit Price” and a resulting price displayed in the “Net Unit Price” column.


When entering a % Discount (column B), bidders should enter the percent as a whole number and NOT a decimal. For example a ten (10%) percent discount would require an entry of “10”, not “.10”. A 50% discount would require an entry of “50” in column B not “.5” or “.50”, etcetera.

If a Fixed Discount is proposed and that is based on the manufacturers’ List Price/Catalog Price, CAT understands the Fixed Discount to be based on those published prices and may be subject to change over the term of the contract.


If there is a core charge involved, bidders should also indicate the core charge value in the column provided.

Depending on the type of parts being bid, bidders should enter the above information on any and all category spreadsheets they wish to bid on. It is NOT mandatory that a bidder complete all the items within a category/spreadsheet. Bidders may bid on only those items within the category they wish.


BID FORM INSTRUCTIONS							
2019 CAT PARTS IFB							
EXAMPLE PARTS BID				A	B		
Part #:	Part Name/Description	List/Catalog Unit Price	Delivery Schedule (Days)	BID UNIT PRICE	% DISCOUNT	NET UNIT PRICE	CORE CHARGE
100	WIDGET						
101	WIDGET COVER, COACH	Enter List or Catalog Unit Price Here for each item		Enter Bid Unit Price Here for each item	As an alternate to a set Bid Price, (column "A"), Bidders can Enter a % Discount Price Here "B". Where a % Discount is entered, the net price will calculate in the "Net Unit Price" column		Enter Bid Unit Price for Core Charge (where applicable) here
102	BULBS EMG EXIT (VANS)						
Part Number	Part Name						



Bidders shall enter the number of Business Days the part will be received by CAT after Order date.



Bidders shall enter EITHER: a column "A" fixed Price, OR, a column "B" % Discount entry, not both.



Where a column "B" % Discount entry is made, the "Net Unit Price" is automatically calculated.

1.3.6 Shipping and Handling Costs

All bid prices submitted shall include any and all shipping and handling costs for the part to be delivered to the CAT locations (See Sect. 1.3.8, below). For major components, bidders need to be cognizant of their delivery schedule for that part (see 1.3.7 below).



1.3.7 Delivery Schedule

Bidders shall define on their 2019 CAT PARTS IFB BID FORM(s) the number of days it will take for the part bid on to be delivered. That interval shall be the number of business days from the original order date between and including the delivery date to CAT. For example: if an order is placed on Tuesday, April 1, and it will be delivered before the close of business on Thursday, April 3, the delivery interval will be two (2) business days. Recognizing that the delivery time requirement for more 'regular' consumables may differ significantly from more specialized parts, each item has an area for the delivery time as part of that part's information. Bidders shall define that delivery time for each part for which they are submitting a bid.

The Delivery Time will be considered as part of the overall efficiency of the bid, and, should a tie exist between two suppliers' price, the Delivery Time will be the tie-breaker. In the event that both unit price and delivery time yield a tie, the bidder with the greatest number of accepted parts bid will enjoy the advantage.

1.3.8 Delivery Location(s)

While the preponderance of Parts purchased under this IFB will be consumed at the CAT's Dauphin County facility, bidders shall understand there will be occasions where parts ordered will be delivered to CAT's other operating facilities. The addresses for all operating facilities are listed below:

901 N. Cameron Street, Harrisburg, PA 17101

1.3.9 Delivery Failure

In the event a bidder does not meet their stated Delivery Schedule (Section 1.3.7, above) and the CAT has to procure the part/parts from another vendor outside the successful bidder, the bidder will be subject to a penalty of five (5%) percent of the bid price. ***Further, repeat failures in meeting the stated delivery schedule by a bidder will result in the bidder forfeiting their contract for that part and the CAT shall procure the part from the next lowest bidder subject to agreement by the Authority and the next lowest bidder.***

1.4 CONTRACT

1.4.1 Award of Contracts

The Cumberland-Dauphin-Harrisburg Transit Authority anticipates award of a contract or contracts. A Notice to Proceed is anticipated and will be cited and issued within the contract award. (Contract award date (TBD))

1.4.2 Contract Type

The contracts for this project will be fixed price contract(s). The "CAT PARTS IFB BID FORM" (included with this solicitation) contains a breakdown of individual items, by category, which Bidders are to bid on. The lowest price per item will be the basis of the award(s).



1.4.3 Term of Contract(s)

The term of the resulting contract(s) will be for the period of one year from the notice to proceed which will be cited within the contract award.

1.4.4 Payment Terms

Payment terms are 25 to 45 days after invoice. Any invoice that is defective by virtue of substituted parts, additional or missing items, or, other differences from those contained in the invoice must be corrected prior to payment. Suppliers will be advised of any discrepancies and given five (5) business days to make arrangements to correct the discrepancy and/or tender a corrected invoice for payment.

1.5 EVALUATION METHODOLOGY

1.5.1 Evaluation Criteria

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

- Price - 100%
- Delivery – (Price tie-breaker) 0%

1.5.2 Evaluation Committee

An Evaluation Committee will be established to review and evaluate all Bids submitted in response to this IFB. The Evaluation Committee will conduct a preliminary evaluation of all Bids to determine if all of the required information has been provided. Any Bid that does not contain all of the requested information will be declared non-responsive and will be withdrawn from further consideration.

All Bids determined to be responsive will be evaluated against the criteria described above. The Evaluation Committee may request clarifications, in writing, to any element of the proposer's Bid package. Such clarifications shall be requested in writing by the CAT and shall specify the information requested and the response date required.

The Evaluating Committee will recommend the top ranked Bids for consideration by the CAT Board of Directors.

1.6 BID PROTEST PROCEDURES

1.6.1 Purpose

The policies and procedures governing the receipt and resolution of protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP) are outlined below. This procedure is applicable to all IFBs or RFPs

1.6.2 Definitions

"Interested Party" means any bidders/proposers.



"days" means business days.

"Filed" means the date of receipt by The Office of the Executive Director or his/her designee.

"Federal/State Law or Regulation" means any valid requirement imposed by Federal, State, or other Statute or regulation.

"Presumptive Contractor" means the bidder/proposer that is in line for award of the contract in the event that the protest is denied.

"Protestant" is an Interested Party who is aggrieved in connection with the solicitation or award of a contract and who files a protest.

1.6.3 Types of Protests / Time Limits

Pre-Bid/Proposal Protest is based upon alleged restrictive specifications or alleged improprieties in CAT's procurement process. A Protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:30 p.m. Harrisburg, Pennsylvania prevailing time.

Pre-Award Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. Harrisburg, Pennsylvania prevailing time.

Post-Award Protest is based upon the award of a contract. A Protestant must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of CAT's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of CAT's intent to award a contract, whichever comes first, by 4:30 p.m. Harrisburg, Pennsylvania prevailing time.

1.6.4 Content of Protest

Protests must be in writing, and filed directly with the Office of the Executive Director at:

Executive Director – Rich Farr
Cumberland-Dauphin-Harrisburg Transit Authority
901 N. Cameron Street
Harrisburg, PA 17101

and must contain the following information:

- a. The name, address and telephone number of the Protestant; and
- b. Identity of the IFB or RFP (by number and description); and
- c. A detailed factual statement of the grounds for protest; and
- d. The desired relief, action or ruling.

1.6.5 Action by CAT

Procurement Process Status

Upon timely receipt of a protest, CAT will delay the opening of bids until after



resolution of the protest for protests filed prior to the bid opening, or withhold award until after resolution of the protest for protests filed after bid opening. However, CAT may open bids or award a contract whenever CAT, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to CAT or a funding source.

If the protest is filed before the award of the contract, CAT will advise the Presumptive Contractor of the pending protest.

If deemed appropriate, CAT may conduct an informal conference on the merits of the protest with all Interested Parties invited to attend.

Response to the Protest

CAT's Executive Director will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. CAT's response shall address only the issues raised originally by the Protester. When, on its face a protest does not state a valid basis for protest or is untimely, the Executive Director may summarily dismiss the protest without requiring a detailed response.

Rebuttal to CAT Response

The Protester may submit a written rebuttal to CAT's response, addressed to the Executive Director, but must do so within five (5) days after receipt of the original CAT response. CAT will not address new issues raised in the rebuttal. After receipt of the Protester's rebuttal, the Executive Director will review the protest and notify the Protester of his/her final decision.

Request for Additional Information

Failure of the Protester to comply with a request for information as specified by CAT may result in determination of the protest without consideration of the additional information if subsequently produced. If any Interested Party requests information from another Interested Party, the request shall be made to CAT's Executive Director, and, if CAT so directs, shall be complied with by the other party within five (5) days.

Request for Reconsideration

If data becomes available that was not previously known, or there has been an error of law, a Protester may submit a request for reconsideration of the protest. CAT's Executive Director will again review the protest considering all currently available information. The Executive Director's determination will be made within a reasonable period of time, and his/her decision will be considered final.

Decision

Upon review and consideration of all relevant information the determination as



issued by CAT will be final.

1.6.6 Confidentiality of Protest

Material submitted by a Protestant will not be withheld from any Interested Party, except to the extent that the withholding of information is permitted or required by law or regulation. If the Protestant considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

1.6.7 Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, CAT will notify the Regional Office of any know or pending protests. CAT will notify FTA again within five (5) business days from receipt of CAT's final decision, the Protestant may file a protest with the FTA only where the protest alleges that CAT failed to have or failed to adhere to its protest procedures or there was a violation of Federal Law or Regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

1.7 SUMMARY INFORMATION

1.7.1 Key Schedule Dates

March 4, 2018 (Mon)	Invitation For Bids released
Monday, March 25, 2019 @ 3:30PM (Wed.)	Written questions, Approval Submissions from Bidders due
April 1, 2019 @ 2:00PM (Mon.)	Written Responses to Questions Issued
April 19, 2019 @ 2:00PM (Fri.)	All Bids Due
April 20 – 25, 2019	Evaluation of Bids
TBD	Anticipated Date of Award(s)
TBD	Anticipated issuance of Notice to Proceed
TBD	Contract period begins

1.7.2 Proposer Checklist

In order to facilitate the submission of complete Bids, Bidders should consider the following items in preparation of their submissions (this checklist is not required to be submitted with the proposal):

- Invitation For Bids received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to the CAT by 5:00PM March 25, 2019 (optional).
- Bid(s) prepared including the following elements executed by an authorized official of the Bidder:
 - Cost Proposal
 - Proposer Qualifications
 - Financial Responsibility
 - Required Certifications



- Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued).
 - Affidavit of Non-Collusion
 - Disadvantaged Business Enterprise Certification
(Please also provide a description of involvement by any DBE)
 - Debarment Certification
 - Restrictions on Lobbying Certification
- One (1) unbound original including Cost Form(s); one (1) electronic copy of the Bid; and, one (1) electronic copy of the 2019 CAT PARTS IFB BID FORM in Excel in their Bid packet, submitted by 2:00PM prevailing time Friday, April 19, 2019.

1.7.3 Frequently Asked Questions

Q1. Are you able to estimate the dollar value of the Authority's annual parts purchases by category (i.e., Gillig, Ford, etc.)?

A1. Annual quantities for any given part can be assumed to reflect the usual and customary life of that product, bearing in mind these parts are being used in transit applications, which are a more heavy-duty type regimen than passenger vehicles per-se. Included in the 2019 CAT PARTS IFB BID FORM is an "Estimated Annual Use" for each part based on the past years' experience. It is provided as a guideline to parts consumption ONLY and in no way states or implies any guarantee of consumption in this project. There may be various campaigns or other impromptu activities that affect those numbers on a year-to-year basis. Parts with no Estimated Annual Use figure, are either a new part, or, one for which we do not have a full years' worth of purchasing history. A blank in the Estimated Annual Use field for any given Part simply indicates a lack of history and is not an indication of a lack of anticipated use.

Q2. Who are the incumbent suppliers for the various categories of parts within the IFB?

A2. We currently use a wide variety of suppliers for the various parts

Q3. The bid documents each contain a mix of OEM and aftermarket parts. How should a bidder identify the exact brand of part he is proposing? For example, part number 7701 (manufacturer unknown) is listed as a transmission filter for Chevrolet. If we want to propose, for example, a Genuine GM filter, how/where do we do that?

A3. Parts should be OEM, OEM-equivalent or better. For any substitution of a part that is not OEM-equivalent or better the Bidder shall provide Specifications/Documentation demonstrating that the part meets this threshold and gain approval PRIOR to submitting a bid on that part (See also, Sections 1.1.5 and 1.2.1, above). In the "Filters" category,



we will ONLY accept Baldwin, Fleetguard, Motorcraft, Napa Gold, and Luberfiner filters, no other substitutions will be accepted in Filters.

Q4. What payment method and terms does CAT use?

A4. Payment is 30 days after reception of valid invoice.

Q5. Having a roster of the CAT fleet including VIN's would help identify the vehicles on which the aftermarket parts are used, and permit a bidder to accurately propose products from alternate manufacturers.

A5. A vehicle inventory listing is included in Section 2 of the IFB.

Q6. Let's assume that a bidder intends to offer a FIXED DISCOUNT for a specific part or group of parts. If the manufacturer increases or decreases the "List/Catalog Unit Price" at some time during the term of the contract, the transaction price will naturally increase or decrease as well. Please confirm that this is your understanding and intention.

A6. If a Fixed Discount is proposed and that is based on the manufacturers' List Price/Catalog Price, we will understand that the Fixed Discount is based on those published prices, yes.

Q7. The list of part numbers furnished with the IFB, while extensive, is only a very small fraction of the several hundred thousand active service part numbers currently offered by GM, Ford, etc. How/where will CAT procure a part number which may be required during the term of the contract but is not included in the specific IFB part number listing?

A7. These are what we feel will accommodate the bulk of our parts procurement. Surely, there may be additional items not listed that we would need to purchase outside this IFB. In that case, we would follow our typical procurement guidelines. Bidders may add items to the list, in the open lines of each CAT PARTS BID FORM, as they feel might be necessary if they want.

Q8. Ford and GM may issue updated pricing. This may make 'level playing field' comparisons between bidders difficult. For example, Bidder "A" may offer a 20% discount using current pricing, but Bidder "B" may offer a 21% discount from newer pricing. If Ford's price increase is, for example, 5.5%, the Bidder "B" (offering the more aggressive discount) might appear to have offered a higher price, but the current price will no longer be available to Bidder "A". Since the IFB does not appear to specify that the most current price list be used, or require that bidders specify the date of the price list used to prepare a bid, how will you resolve this possible anomaly during your evaluation of the bids?

A8. We would anticipate Bidders would base their bids on the most current pricing available at the due date of the IFB.



Q9. Some of the part numbers are not an exact match for a specific part or group of parts. If the manufacturer List or Catalog Number is different from those listed in the CAT Parts IFB Bid Form, how should we bid on the part?

A9. We have taken great care to properly identify specific parts by the manufacturers' number. However, there may be instances where numbering differs from the IFB document Parts list. In that case the Bidder should confirm any discrepancy with Mark Mitchell, CAT Maintenance Manager, prior to bidding. Bidders should NOT assume a part that is 'close' will be acceptable. Remember the bid submission and subsequent award results in a contract for that part at the stated price. Where uncertainty exists, bidders should confirm the appropriateness of the Part(s) prior to submitting a bid.

Q10. Can we PDF the Excel spreadsheet?

A10: The "CAT Parts Supply IFB" is to be submitted in EXCEL format, as issued. While Bidders can PDF (or save the worksheets in another format) for their bid submission, they MUST also submit the EXCEL document without saving/ converting it to a less accessible format (See Section 1.1.1 in the IFB). Bids received with the IFB Parts Bid Form in any format other than EXCEL will be considered an unresponsive.

Q11. The part number on the list has changed and my part number is now not included on the list. How do I tender a bid on that part?

A11. Each of the worksheets has an area at the bottom where cells are left open to enter additional Part numbers/Descriptions. Bidders should use this area to include any Part Numbers/Descriptions that may have changed, or, are not included in the original list. Alternatively, bidders can include new or changed Part Numbers in a text document as part of their submission and we will add those into the spreadsheet(s) once opened.



SECTION II SCOPE

2. SCOPE

2.1 Background

Capital Area Transit (CAT) is a transit agency authorized under the Municipal Authorities Act of the Commonwealth of Pennsylvania. The CAT service area is comprised of approximately 1,000 square miles within Cumberland County, Dauphin County and the City of Harrisburg. According to Census 2010 information, the population of the Harrisburg-Carlisle Metropolitan Statistical Area (MSA) was 549,475.

CAT currently provides fixed route and demand paratransit services. Buses operate six days a week (weekdays from 4:00 AM to 11:00 PM and Saturdays from 6:00 AM to 11:00 PM) along 39 routes (36 regular, 2 contracted and 1 seasonal) with more than 1,700 stops. Bus lines are classified according to five service categories: Urban, Suburban, Commuter Express, Rural, and Seasonal. Operations and Administrative functions of CAT are based at a central facility located at 901 N. Cameron Street, Harrisburg PA.

2.2 Objective

The objective of this IFB is to solicit competitive Bids from qualified firms or individuals who meet the conditions set forth herein to furnish vehicle parts for the CAT fleet vehicles, including but not limited to: fixed route, paratransit and express vehicles.

The successful Bidder or Bidders will supply those parts identified in their Parts IFB Bid Form(s) at the price indicated.

Except as otherwise approved by CAT, the contractor shall supply OEM or OEM-equivalent service-proven products that meet or exceed the functional requirements of the OEM specification(s). Proposers shall describe their offerings which satisfy CAT specifications and highlight those proposed features which exceed specification requirements. Where Bidders propose to use a part that is not OEM or OEM-equivalent, they are required to submit the Specification(s) for such parts so CAT can evaluate the appropriateness of the substitution. (See Q3 Section 1.7.2)

All equipment shall be designed for use in the public transit industry, with specific attention to ergonomics, reliability, efficiency, safety, and vehicle compatibility.

Equipment furnished under these specifications shall be the latest model in current production, as offered to commercial trade, and shall conform to quality workmanship standards and use materials with transit industry requirements.

CAT will award a contract to the Bidder or Bidders whose offer conforms to this IFB and whose offer is the most advantageous to CAT. CAT will consider the Bidders' qualifications, experience, fiscal stability and resources, contractor integrity, record of compliance with public policy, record of past performance, and financial and technical



resources, as well as, price in awarding a contract resulting from this IFB.

2.3 Parts Inventory List(s)

See accompanying “2019 CAT PARTS IFB BID FORM” for all parts solicited in this IFB.

2.4 Approved Equals

All parts and supplies solicited under this IFB shall be OEM or OEM-equivalent parts and supplies. Should bidders have questions regarding the suitability of any particular part or supply, they should request clarification as to the suitability of such during the open question period prior to 3:30pm Monday, March 25, 2018.

2.5 Implementation

The CAT intends to award a contract to each bidder for those parts and supplies where their price and delivery schedule is most advantageous to CAT. Bid prices will be evaluated on a per-item basis and the result may be multiple contracts for various collections of parts.

2.6 Warranty

For parts that typically carry a manufacturer’s warranty, bidders shall provide an equivalent or better warranty. This is not in addition to the manufacturer’s warranty but, whether through the manufacturer or bidder, must at a minimum, be no less than what would be offered on a retail sale of that part.

Bidders can, in their bid submission, detail any differences in the terms of any warranty that deviates from what would be typical in the industry.

2.7 Fleet Inventory Listing

The following four (4) pages are a vehicle listing of all CAT Vehicles, by location, as of March 2019 included in this solicitation. The “Location” column in these lists represent the delivery/shipping location for those assets (See: Sect. 1.3.8, above).



Location	Service	Vehicle No.	Description	Year	VIN(Chassis) #
CAT	Service Vehicle	109	CHEVROLET IMPALA SDN	2008	2G1WB58N081282098
CAT	Service Vehicle	110	CHEVROLET IMPALA SDN	2008	2G1WB58N581281920
CAT	Service Vehicle	111	CHEVROLET IMPALA SDN	2008	2G1WB58N681282297
CAT	Service Vehicle	112	CHEVROLET IMPALA SDN	2008	2G1WB58N881282169
CAT	Service Vehicle	115	Ford F-250 SD	2005	1FTNF21575EC19283
CAT	Service Vehicle	116	Chevy Cobalt LT Sdn	2008	1G1AL58F287303536
CAT	Service Vehicle	117	Chevy Cobalt LT Sdn	2008	1G1AL58F487303635
CAT	Service Vehicle	118	Chevy Cobalt LT Sdn	2008	1G1AL58F787304097
CAT	Service Vehicle	119	Chevrolet Silverado	2009	1GBJK74689E149671
CAT	Service Vehicle	120	Ford Expedition Ltd.	2014	1FMJU2A53EEF47798
CAT	Service Vehicle	121	Ford Explorer Ltd.	2014	1FM5K8F83EGC38320
CAT	Revenue	0113	Ford E450/CH230FL	2013	1FDFE4FS0DDA41945
CAT	Revenue	0213	Ford E450/CH230FL	2013	1FDFE4FS2DDA41946
CAT	Revenue	0313	Ford E450/CH230FL	2013	1FDFE4FS4DDA41947
CAT	Revenue	0413	Ford E450/CH230FL	2013	1FDFE4FS6DDA41948
CAT	Revenue	0513	Ford E450/CH230FL	2013	1FDFE4FS8DDA41949
CAT	Revenue	0613	Ford E450/CH230FL	2013	1FDFE4FS4DDA41950
CAT	Revenue	0713	Ford E450/CH230FL	2013	1FDFE4FS6DDA41951
CAT	Revenue	0813	Ford E450/CH230FL	2013	1FDFE4FS8DDA41952
CAT	Revenue	0913	Ford E450/CH230FL	2013	1FDFE4FSXDDA41953
CAT	Revenue	251	Ford E450/CH230FL	2016	1FDFE4FS4GDC09154
CAT	Revenue	252	Ford E450/CH230FL	2016	1FDFE4FS3GDC09159
CAT	Revenue	253	Ford E450/CH230FL	2016	1FDFE4FSXGDC09160
CAT	Revenue	254	Ford E450/CH230FL	2016	1FDFE4FS1GDC09161
CAT	Revenue	255	Ford E450/CH230FL	2016	1FDFE4FS6GDC09155
CAT	Revenue	256	Ford E450/CH230FL	2016	1FDFE4FS5GDC09163
CAT	Revenue	257	Ford E450/CH230FL	2016	1FDFE4FS7GDC09164
CAT	Revenue	258	Ford E450/CH230FL	2016	1FDFE4FS9GDC09165
CAT	Revenue	271	Ford E450/CH230FL	2017	1FDFE4FS6HDC18987
CAT	Revenue	272	Ford E450/CH230FL	2017	1FDFE4FS8HDC18988
CAT	Revenue	273	Ford E450/CH230FL	2017	1FDFE4FSXHDC18992
CAT	Revenue	274	Ford E450/CH230FL	2017	1FDFE4FS6HDC18990
CAT	Revenue	275	Ford E450/CH230FL	2017	1FDFE4FS8HDC18991
CAT	Revenue	276	Ford E450/CH230FL	2017	1FDFE4FSXHDC18989



CAT	Revenue	277	Ford E450/CH230FL	2017	1FD4E4FS1HDC18993
CAT	Revenue	278	Ford E450/CH230FL	2017	1FD4E4FS3HDC18994
CAT	Revenue	279	Ford E450/CH230FL	2017	1FD4E4FS5HDC18995
CAT	Revenue	280	Ford E450/CH230FL	2017	1FD4E4FS7HDC18996
CAT	Revenue	281	Ford E450/CH230FL	2017	1FD4E4FS9HDC18997
CAT	Revenue	282	Ford E450/CH230FL	2017	1FD4E4FS0HDC18998
CAT	Revenue	856	Ford E450/CH230FL	2011	1FD4E4FSXBDA14829
CAT	Revenue	860	Ford E450/CH230FL	2011	1FD4E4FS3BDA16857
CAT	Revenue	869	Ford E450/CH230FL	2011	1FD4E4FS9BDA27071
CAT	Revenue	887	Ford E450/CH230FL	2012	1FD4E4FS9CDA62758
CAT	Revenue	1001	MCI D4500	2010	1M8PDMHA4APO59568
CAT	Revenue	1002	MCI D4500	2010	1M8PDMHA6APO59569
CAT	Revenue	1101	Gillig LF Hybrid	2011	15GGD3012B1178933
CAT	Revenue	1102	Gillig LF Hybrid	2011	15GGD3014B1178934
CAT	Revenue	1103	Gillig LF Hybrid	2011	15GGD3016B1178935
CAT	Revenue	1104	Gillig LF Hybrid	2011	15GGD3016B1178936
CAT	Revenue	1105	Gillig LF Hybrid	2011	15GGD301XB1178937
CAT	Revenue	1106	Gillig LF Hybrid	2011	15GGD3011B1178938
CAT	Revenue	1107	Gillig LF Hybrid	2011	15GGD3013B1178939
CAT	Revenue	1108	Gillig LF Hybrid	2011	15GGD301XB1178940
CAT	Revenue	1109	Gillig LF Hybrid	2011	15GGD3011B1178941
CAT	Revenue	1110	Gillig LF Hybrid	2011	15GGD3013B1178942
CAT	Revenue	1111	Gillig LF Hybrid	2011	15GGD3015B1178943
CAT	Revenue	1201	Gillig LF G27B102N4	2012	15GGB2717C1179017
CAT	Revenue	1202	Gillig LF G27B102N4	2012	15GGB2719C1179018
CAT	Revenue	1203	Gillig LF G27B102N4	2012	15GGB2710C1179019
CAT	Revenue	1204	Gillig LF G27B102N4	2012	15GGB2717C1179020
CAT	Revenue	1205	Gillig LF G27B102N4	2012	15GGB2719C1179021
CAT	Revenue	1206	Gillig LF G27B102N4	2012	15GGB2710C1179022
CAT	Revenue	1207	Gillig LF G27B102N4	2012	15GGB2712C1179023
CAT	Revenue	1301	Gillig LF G27D102N4	2013	15GGD2712D1181737
CAT	Revenue	1302	Gillig LF G27D102N4	2013	15GGD2714D1181738
CAT	Revenue	1303	Gillig LF G27D102N4	2013	15GGD2716D1181739
CAT	Revenue	1304	Gillig LF G27D102N4	2013	15GGD2712D1181740
CAT	Revenue	1305	Gillig LF G27D102N4	2013	15GGD2714D1181741
CAT	Revenue	1306	Gillig LF G27D102N4	2013	15GGD2716D1181742
CAT	Revenue	1307	Gillig LF G27D102N4	2013	15GGD2718D1181743
CAT	Revenue	1401	Gillig LF G27D102N4	2014	15GGD2716E1183069



CAT	Revenue	1402	Gillig LF G27D102N4	2014	15GGD2712E1183070
CAT	Revenue	1403	Gillig LF G27D102N4	2014	15GGD2714E1183071
CAT	Revenue	1404	Gillig LF G27D102N4	2014	15GGD2716E1183072
CAT	Revenue	1601	GILLIG, LF G27D102N4	2016	15GGD2714G1186233
CAT	Revenue	1602	GILLIG, LF G27D102N4	2016	15GGD2716G1186234
CAT	Revenue	1603	GILLIG, LF G27D102N4	2016	15GGD2718G1186235
CAT	Revenue	1604	GILLIG, LF G27D102N4	2016	15GGD271XG1186236
CAT	Revenue	1701	GILLIG, LF G27B102N4	2017	15GGB2713H3189913
CAT	Revenue	1702	GILLIG, LF G27B102N4	2017	15GGB2715H3189914
CAT	Revenue	1703	GILLIG, LF G27B102N4	2017	15GGB2717H3189915
CAT	Revenue	1704	GILLIG, LF G27B102N4	2017	15GGB2719H3189916
CAT	Revenue	1705	GILLIG, LF G27B102N4	2017	15GGB2710H3189917
CAT	Revenue	1706	GILLIG, LF G27B102N4	2017	15GGB2712H3189918
CAT	Revenue	1707	GILLIG, LF G27B102N4	2017	15GGB2714H3189919
CAT	Revenue	1708	GILLIG, LF G27B102N4	2017	15GGB2710H3189920
CAT	Revenue	1709	GILLIG, LF G27B102N4	2017	15GGB2712H3189921
CAT	Revenue	1821	NEW FLYER ARTICULATED	2001	5FYD2UM1410023202
CAT	Revenue	1824	MCI D4000	2004	1M8SDMPA24P056264
CAT	Revenue	2001	Neoplan AN460	2000	1N9TA36AXYL013103
CAT	Revenue	2601	Gillig L F Suburban	2006	15GGD291371077470
CAT	Revenue	2602	Gillig L F Suburban	2006	15GGD291571077471
CAT	Revenue	2603	Gillig L F Suburban	2006	15GGD291771077472
CAT	Revenue	2604	Gillig L F Suburban	2006	15GGD291971077473
CAT	Revenue	2605	Gillig L F Suburban	2006	15GGD291071077474
CAT	Revenue	2606	Gillig L F Suburban	2006	15GGD291271077475
CAT	Revenue	2607	Gillig LF(Pilot)	2006	15GGD291161077451
CAT	Revenue	2608	Gillig Low Floor	2006	15GGD291361077452
CAT	Revenue	2609	Gillig Low Floor	2006	15GGD291561077453
CAT	Revenue	2611	Gillig Low Floor	2006	15GGD291961077455
CAT	Revenue	2612	Gillig Low Floor	2006	15GGD291061077456
CAT	Revenue	2613	Gillig Low Floor	2006	15GGD291261077457
CAT	Revenue	2614	Gillig Low Floor	2006	15GGD291461077458
CAT	Revenue	2615	Gillig Low Floor	2006	15GGD291661077459
CAT	Revenue	2616	Gillig Low Floor	2006	15GGD291071077460
CAT	Revenue	2617	Gillig Low Floor	2006	15GGD291271077461
CAT	Revenue	2618	Gillig Low Floor	2006	15GGD291471077462
CAT	Revenue	2619	Gillig Low Floor	2006	15GGD291671077463



CAT	Revenue	2620	Gillig Low Floor	2006	15GGD291871077464
CAT	Revenue	2621	Gillig Low Floor	2006	15GGD291X71077465
CAT	Revenue	2622	Gillig Low Floor	2006	15GGD291171077466
CAT	Revenue	2623	Gillig Low Floor	2006	15GGD291371077467
CAT	Revenue	2624	Gillig Low Floor	2006	15GGD291571077468
CAT	Revenue	2625	Gillig Low Floor	2006	15GGD291771077469
CAT	Revenue	2701	2007 Gillig (Rabbit)	2007	15GGD211X71078319
CAT	Revenue	2801	Gillig L F Suburban	2008	15GGD271981079955
CAT	Revenue	2802	Gillig L F Suburban	2008	15GGD271081079956
CAT	Revenue	2803	Gillig Low Floor	2008	15GGD271281079957
CAT	Revenue	2804	Gillig Low Floor	2008	15GGD271481079958
CAT	Revenue	2805	Gillig Low Floor	2008	15GGD271681079959
CAT	Revenue	2806	Gillig Low Floor	2008	15GGD271281079960



SECTION III GENERAL CONDITIONS

3. GENERAL CONDITIONS

3.1 Access Requirements Persons with Disabilities

The bidder/proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. S12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S794; 49 U.S.C. S5301(d); and the following Federal regulations including any amendments thereto:

- (1) U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R., Part 37; applies to bidders/proposers supplying transportation services.
- (2) U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; applies to all contracts.
- (3) U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38; applies to all purchases of mass transit rolling stock.
- (4) U.S. Department of Justice regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; applies to bidders/proposers supplying transportation services.
- (5) U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36, applies all contracts.
- (6) U.S. General Services Administration regulations, "Accommodation for the Physically Handicapped," 41 C.F.R. Subpart 101-19; applies to all contracts.
- (7) 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; applies to all contracts.
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; applies to bidders/proposers supplying transportation services.
- 9) Federal Transit Administration regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, applies to bidders/proposers supplying transportation services.

3.2 Access to Records and Reports 49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which



are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. 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).

Contract Characteristics	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes Yes

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



3.3 Cargo Preference Requirements

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3.4 Clean Air

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

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

3.5 Clean Water

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

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

3.6 Award of Contract

The award of contract will be made to the responsive and responsible proposer ranked highest in the evaluation process described in the Instructions to Bidders. For "Invitations for Bid," a contract will be awarded to the firm supplying the lowest cost bid for the product or services meeting all of the minimum requirements.

For the "Request for Proposal" format, the determination of the successful bidder will balance price, responsiveness to the specifications, suitability of the services offered and experience of the proposer in providing the goods and services required with weightings in accordance with the Instructions to Bidders. In the event that the solicitation is for Architectural or Engineering Services, the RFP format will be used but there will no consideration of price in the review.

The CAT reserves the right to accept or reject any or all bids. The bid may be awarded without any further discussion.



All contractors submitting bids or proposals will be notified in writing as to the outcome of all bids.

3.7 Bid Due Date

Sealed proposals must be delivered to the Cumberland-Dauphin-Harrisburg Transit Authority, 901 N. Cameron Street, Harrisburg, PA 17101 no later than the date and time stated in the solicitation advertisement. Bids or proposals received after this date and time shall be considered unresponsive and will not be considered.

3.8 Bid Forms

Bids must be submitted on forms provided. Bidders may replicate the forms (ie: for the purpose of word processing the entire document) but replicated forms must exactly match the originals. Replicas that do not match the original form will result in the submission being found non-responsive and rejected.

3.9 Breaches and Dispute Resolution 49 CFR Part 18, FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages 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 the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

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

3.10 Civil Rights Requirements 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102,

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

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.

3.11 Changes

- A. The Cumberland-Dauphin-Harrisburg Transit Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids. Bid may be awarded without further discussion or notification of bidders.
- B. Changes to the specifications will be made by addendum.
- C. Prime contractors may make appointments to discuss these specifications. This, however, does not relieve them from reducing the request to writing and providing full written documentation for the request.
- D. Change orders once a contract is issued must be approved by the CAT in writing.

3.12 Changed Conditions of Performance (Including Litigation)



The bidder/proposer agrees to notify the CAT immediately of any change in Law, conditions, or any other event that may significantly affect the bidder/proposer's ability to perform the Project in accordance with the terms of the Contract. In addition, the bidder/ proposer agrees to notify the CAT immediately of any decision pertaining to the bidder/ proposer's conduct of litigation that may affect the CAT's interests in the Project. Before the bidder/proposer may name the CAT as a party to litigation for any reason, in any forum, the bidder/proposer agrees to inform the CAT.

3.13 Clarifications, Exceptions and Requests For Approved Equals

No later than fifteen (15) calendar days before the date of bid/proposal opening, all potential bidders/proposers may request the CAT to give clarification, exception or approved equals for portions of the specification on the forms provided (or exact replica) only. Written notice of any changes or approved equals allowed/disallowed will be mailed no less than seven (7) calendar days prior to the bid opening to all potential bidders (ie: those to whom a bid package has been mailed by the CAT). The bidder/proposer must comply with all specified items or their bid will be considered non-responsive and rejected. No exceptions to the specifications will be allowed after the bid opening.

3.14 Compliance Specifications

In all cases, materials must be furnished as specified, but where brand names are listed, consider the terms "approved equal" to follow; however, written approval for any proposed "equal" must be received in writing before the scheduled bid opening. Please refer to Clarifications, Exceptions and Requests for Approved Equals section for more information.

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

3.15 Conditional Bids

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

3.16 Contract Documents

The agreement, General Conditions and Specifications with notes or changes made thereon before signing of the Agreement, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from the CAT.

3.17 Contractual Obligation of the Bidder/Proposer

Each proposal shall be submitted with the understanding that the acceptance in writing by the CAT of the offer to supply goods and services described therein shall constitute a contract between the bidder and the purchaser, which shall bind the bidder on his or her part to furnish and deliver at the bid price in accordance with the conditions of said accepted proposal and specifications.

3.18 Government-wide Debarment and Suspension (Nonprocurement)

Suspension and Debarment

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

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



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

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

3.19 Definitions

For the purposes of this Request for Proposals, the terms "Cumberland-Dauphin-Harrisburg Transit Authority," "CAT," and "rabbitransit" are used interchangeably and all refer to the purchaser.

The term "proposer" or "bidder" used in these specifications means the concern, or its duly authorized representative, accepting the order to furnish and deliver materials and/or services covered by these specifications. The term "purchaser" refers to the Cumberland-Dauphin-Harrisburg Transit Authority.

3.20 Delivery and Acceptance

Final delivery of the equipment\materials\supplies and/or completion of the services described herein is to occur no later than two (2) days following the placement of an order. Unless otherwise indicated, delivery will be made to the CAT at 901 N. Cameron Street, Harrisburg, Pennsylvania, 17101 during regular business hours (8am - 5pm, Monday through Friday) or at a time mutually agreed to by the CAT and the Contractor.

If delivery of goods and/or services is delayed by reason of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or contractor, the time of completion of delivery shall be extended upon written request for a time extension from the bidder\proposer. The request for an extension must include detailed justification for the length of the time extension. The delivery date will be delayed by a number of days agreed upon by the CAT and the bidder\proposer.

Goods and services delivered to the CAT in a condition below the specification and/or accepted industry practice will not be accepted. If any good or service is delivered incomplete or below specified requirements, the Contractor shall undertake all necessary actions at his or her sole expense to meet the required condition.

The CAT will notify the Contractor within ten (10) days of receipt of the final product as to whether or not the product or service is accepted. If the produce or service is not accepted, the notification will include a listing of the actions necessary to gain acceptance.

In the event a Contractor does not undertake corrective action within ten (10) days of notification by the CAT, the CAT may at its sole discretion undertake the work itself or through another party. The documented cost of performing this work will be deducted from the final invoice.

3.21 Disadvantaged Business Enterprise 49 CFR Part 26

- A 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 3.38%. A separate contract



goal has NOT been established for this procurement.

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

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

d. The contractor must promptly notify CAT, 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 CAT.

B. Firms submitting qualifications/proposals 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.

In the case of contract goals or applicable DBE participation in contract, the following documentation should be maintained:

- i. The names and addresses of DBE firms that will participate in this contract;
- ii. A description of the work each DBE will perform;
- iii. The dollar amount of the participation of each DBE firm participating;
- iv. Written documentation of the submitting firm's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- v. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment;
- vi. If the contract goal is not met, evidence of good faith efforts to do so. The information required above, as a matter of responsiveness, must be included with original submission of qualifications and price proposal prior to contract award (see 49 CFR 26.53(3)).

The information required above, as a matter of responsiveness, must be included with original submission of qualifications and price proposal prior to contract award (see 49 CFR 26.53(3)).

C. Prompt Payment: The CAT 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 CAT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CAT. This clause applies to both DBE and



non-DBE subcontracts.

D. 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 CAT. This clause applies to both DBE and non-DBE subcontracts.

E. Monitoring and Enforcement: The CAT 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 CAT 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 CAT 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. CAT 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 CAT has made payment, without good cause. The remedies CAT 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 CAT 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.

3.22 Due Date

All bids or proposals are due at the CAT, 901 N. Cameron Street at or before the time and date indicated in the solicitation or otherwise altered by formal addenda. Any bid or proposal received after the time/date indicated will be found non-responsive and rejected.

3.23 Energy Conservation Requirements 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.

3.24 Environmental Requirements

The bidder/proposer recognizes that many Federal and Commonwealth laws imposing environmental and resource conservation requirements may apply to this Contract. Some, but not all, of the major Federal laws that may affect the Contract include:



- (1) The National Environmental Policy Act of 1969, as amended, 42 U.S.C. Sections 4321 et seq.
- (2) The Clean Air Act, as amended, 42 U.S.C. Sections 7401 et seq. and scattered sections of 29 U.S.C.
- (3) The Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.
- (4) The Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901
- (5) The Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq.

The bidder/proposer also recognizes that the U.S. Environmental Protection Agency, Federal Highway Administration and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the bidder/ proposer agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate.

3.25 Environmental Resource Conservation

- (A) Energy Conservation - The bidder/proposer will recognize 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 (42 U.S.C. Section 6321).
- (B) Environmental Violations - The bidder/proposer agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 C.F.R. Part 15) which prohibit the use under nonexempt federal contracts, grants or loans, of facilities included on the EPA List for violating Facilities. The Contractor shall report violations to the CAT, Federal Transit Administration and US Environmental Protection Agency Assistant Administrator for Enforcement.
- (C) National Environmental Policy Act of 1969 - The bidder/proposer agrees to comply with the applicable requirements of the national Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Populations and Low-Income Populations," 59 Federal Register 7629, February 16, 1994.
- (D) Air Quality - The bidder/proposer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- (E) Clean Water - The bidder/proposer 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. Section 1251 et seq.

3.26 Equal Employment Opportunity – Federal Requirements

During the performance of work specified herein, the bidder/proposer shall adhere to the following Federal Equal Employment Opportunity requirements:

- (1) Selection of Labor - During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
- (2) Employment Practices - During the performance of this contract, the contractor agrees as follows:



- (a) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex or national origin.
 - (c) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CAT advising the said labor union or workers' representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 C.F.R. Part 60) and relevant orders of the Secretary of Labor.
 - (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Federal Transit Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise protected by law.
 - (g) The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subcontractor will take such action with respect to any subcontract or purchase order as the CAT or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Transit Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States
- (3) Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment - During the



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

- (a) Compliance with Regulations - The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, 49 C.F.R. Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination - The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
- (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment - In all solicitations either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors' obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- (d) Information and Reports - The contractor shall provide all information "in reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other source; of information and its facilities as may be determined by the CAT or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuse to furnish this information, the contractor shall so certify to the CAT or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance - In the event of the contractors' noncompliance with the nondiscrimination provisions of this contract, the CAT shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments to the contractor under the contract until the contractor complies and/or
 - (ii) Cancellation, termination or suspension of the contract, in whole or in part.
- (f) Incorporation of Provisions - The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the CAT or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the CAT to enter such litigation to protect the interests of the CAT and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



3.27 Equal Employment Opportunity - Commonwealth Requirements

During the term of this contract, the 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 form 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 CAT setting forth the provisions of this nondiscrimination 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 nondiscrimination 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 nondiscrimination 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 will 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 obligations under this non-discrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory 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 nondiscrimination 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 CAT and the Office of Administration, Bureau of Affirmative Action, for 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 CAT 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 nondiscrimination 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 goods manufactured outside Pennsylvania, the facilities at which such goods are actually produced.

3.28 Errors and 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 the CAT.

3.29 Exclusionary or Discriminatory Specifications

The CAT is prohibited by Federal law from using exclusionary or discriminatory specifications for work. If the bidder/proposer believes that the specifications included in this solicitation are exclusionary or discriminatory, it should avail itself of the Bid Protest Procedure described elsewhere in this document.

3.30 Familiarity with Bidding Documents

Each bidder/proposer 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/proposer has thoroughly examined and is familiar with the contract documents and specifications in every detail.

3.31 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.

3.32 Financial Assistance

The products and/or services described in this Request for Proposals are to be purchased with the assistance of monies from the Pennsylvania Department of Transportation (PennDOT) and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the Commonwealth of Pennsylvania, the Federal Transit Administration and the CAT.

3.33 Fly America Requirements

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



3.34 Incorporation of Federal Transit Administration (FTA) Terms FTA Circular 4220.1F

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

3.35 Indemnification

The bidder/proposer agrees to indemnify, defend and hold the CAT harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of the CAT and the bidder/proposer), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by the CAT, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the bidder/proposer to comply with laws pertaining to the Contract Documents, the use of patent appliances, products or processes or any breach by "the bidder/proposer of any of its other duties, representations, covenants, or other agreements in the Contract Documents. The bidder/proposer will defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the CAT shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the bidder/proposer of any of its obligations hereunder.

3.36 Ineligible Bidders/Proposer

The bidder/proposer certifies (through submission of properly executed statement attached) that it is not included in the U.S. Comptroller General's list of ineligible contractors.

3.37 Insurance Requirements

The bidder/proposer shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection. The CAT will be endorsed as an Additional Insured by the bidder/proposer with respect to the Contract, including Employer's Liability. Copies of insurance are to be submitted to the CAT prior to a notice to proceed being issued. In any event, the bidder/proposer shall maintain and pay the premiums for insurance of the types and limits of not less than the following:

- (1) Workers Compensation and Employers Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover the bidder/proposer's employees engaged in the performance of the work.
- (2) Comprehensive General Liability Insurance Coverage with limits not less than required by Umbrella Insurance (4) below and covering at least:
 - (a) Operations - Premises Liability
 - (b) Independent Contractors Liability
 - (c) Broad Form Contractual Liability covering the Contractors obligations.
 - (d) Products Liability
 - (e) Completed Operations Liability
 - (f) Personal Injury Liability including claims arising from employees of the Contractor
 - (g) Broad Form Property Damage Liability
- (3) Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned



automobiles required by Umbrella Liability Insurance (4) below. (2) and (3) shall name the CAT as additional insureds.

(4) Excess and Umbrella Liability Insurance in excess of the above of not less than \$1,000,000.

All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A + XII, as shown in the current issue of Best's Key Rating Guide Property-Casualty.

Proof of insurance shall be submitted to the CAT prior to issuance of a Notice to Proceed.

The bidder/proposer and all of its insurers shall waive all rights of recovery or subrogation against the CAT and its insurance companies.

3.38 Intent of Procurement Document

The intent of this procurement document is to require the bidder to deliver the products and/or services of the type described.

All goods purchased under this procurement shall be new. In no case will used, reconditioned or obsolete parts be accepted.

The technical specifications or scope of services included in this procurement indicate the minimum requirements unless otherwise indicated.

Only services provided by suppliers who have demonstrated experience in this field will be considered. The products offered shall be of high grade. The proposal shall include a complete description of each product or service to be furnished.

3.39 Interest of Members 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 receive any benefit arising therefrom.

3.40 Labor Provisions -Non-Construction Projects

- (1) In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Sections 327 through 332, the bidder/proposer agrees and assures that, for the Project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The bidder/proposer agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (2) The requirements of this Section do not apply to a third party contract for the purchase of supplies, materials, or articles ordinarily available on the open market.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any



agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

3.42 Material Warranty

The bidder shall assume responsibility for all materials and services used in the project whether the same is made by the contractor, or purchased ready-made from an outside source. The proposer must guarantee to furnish sufficient technical support to assure satisfactory performance of the procured services for the period of the warranty.

3.43 No Government Obligation 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.

3.44 Non-Collusion

The bidder/proposer guarantees that the bid/proposal submitted is not a product of collusion with any other proposer and no effort has been made to fix the bid/proposal price of any bidder/ proposer or to fix any overhead, profit or cost element of any proposal price. The bidder/proposer so certifies through attachment of a properly executed Affidavit of Non-Collusion (Attached).

3.45 Pricing

The price quoted shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the delivery of the products and/or services described herein.

3.46 PRIVACY ACT 5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.



(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.47 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.

3.48 Prohibited Interest

No member, officer, or employee of rabbittransit during his or her tenure or for one year thereafter, shall have an interest, direct or indirect, in this contract or the proceeds thereof.

3.49 Protest Procedures

1. Any party aggrieved by a solicitation or award of a contract may protest to the Authority's Executive Director, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto.
2. Such protest shall include the detailed facts leading up to the protest.
3. The Executive Director is authorized to settle and resolve any protest relating to the solicitation or contract award.
4. In the absence of a settlement, the Executive Director shall make his or her decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.
5. A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Executive Director, the award of the contract without delay is necessary to protect the substantial interests of the Authority.
6. The written decision of the Executive Director shall be final, binding, and conclusive on the parties.



7. Protests should be transmitted to:

Mr. Richard Farr, Executive Director
Cumberland-Dauphin-Harrisburg Transit Authority
901 N. Cameron Street
Harrisburg, PA 17101

8. Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that the CAT does not have, or is failing to follow, written protest procedures.

9. Pursuit of a protest beyond the decision of the Executive Director must take place in the appropriate State or Federal court holding jurisdiction.

3.50 Records Retention

If the work covered by this contract exceeds \$100,000 in value, the bidder/proposer agree to maintain intact and readily accessible, all data, documents, reports, records, contracts and supporting materials relating to the Project for the duration of the Project and for a period of not less than three (3) years thereafter.

3.51 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.

3.52 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.

At rabbittransit's option, the supplier may be required to rectify any situation arising from improper delivery or delivery of inadequate materials. Such correction shall be made within 24 hours of rabbittransit's request.

3.53 Restriction On Lobbying

The bidder/proposer agrees that it will not use funds from this Contract to support lobbying activities.

The bidder/proposer agrees to complete and submit the Restrictions on Lobbying Certification contained in this solicitation. Failure to submit a properly completed form will result in the bid/proposal being found non-responsive and rejected.

3.54 Substance Abuse

The bidder/proposer agrees to comply with requirements under the "Drug Free Workplace Act"

Drug Use - To the extent that the bidder/proposer, or any eventual subcontractors at any tier, or their employees perform a "safety sensitive" function under the Contract, the bidder/proposer agrees to comply with, and assures the compliance of each affected subcontractor, at any tier, and their employees with 49 U.S.C. Section 5331, and Federal Transit Administration regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655.



Alcohol Misuse - To the extent that the bidder/proposer, or any eventual subcontractors at any tier, or their employees perform a "safety sensitive" function under the Contract, the bidder/proposer agrees to comply with, and assures the compliance of each affected subcontractor, at any tier, and their employees with 49 U.S.C. Section 5331, and Federal Transit Administration regulations, "Prevention of Alcohol Misuse in Transit Operations." 49 C.F.R. Part 655.

3.55 Taxes

The Cumberland-Dauphin-Harrisburg Transit Authority 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 pricing. The CAT will provide necessary tax-exempt certificates to the supplier upon request.

3.56 Terms of Payment

The Contractor shall submit an invoice for all contracted goods and services on a monthly basis. Payment by the Cumberland-Dauphin-Harrisburg Transit Authority will be made within thirty (30) days of receipt of an approved invoice during the start-up period and in similar fashion by any individual consortium members where a consortium exists and once the consortium is in operation.

3.57 Termination 49 U.S.C.Part 18, FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The Cumberland-Dauphin-Harrisburg Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Cumberland-Dauphin-Harrisburg Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Cumberland-Dauphin-Harrisburg Transit Authority, the Contractor will account for the same, and dispose of it in the manner the Cumberland-Dauphin-Harrisburg Transit Authority directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Cumberland-Dauphin-Harrisburg Transit Authority may terminate this contract 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. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Cumberland-Dauphin-Harrisburg Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Cumberland-Dauphin-Harrisburg Transit Authority, 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.

c. Opportunity to Cure (General Provision) The Cumberland-Dauphin-Harrisburg Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Cumberland-Dauphin-Harrisburg Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default,



Cumberland-Dauphin-Harrisburg Transit Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Cumberland-Dauphin-Harrisburg Transit Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the Cumberland-Dauphin-Harrisburg Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Cumberland-Dauphin-Harrisburg Transit Authority shall not limit the Cumberland-Dauphin-Harrisburg Transit Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The Cumberland-Dauphin-Harrisburg Transit Authority, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Cumberland-Dauphin-Harrisburg Transit Authority may terminate this contract for default. The Cumberland-Dauphin-Harrisburg Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Cumberland-Dauphin-Harrisburg Transit Authority, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Cumberland-Dauphin-Harrisburg Transit Authority shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Cumberland-Dauphin-Harrisburg Transit Authority may terminate this contract for default. The Cumberland-Dauphin-Harrisburg Transit Authority shall terminate by delivering



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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the Cumberland-Dauphin-Harrisburg Transit Authority in writing of the causes of delay. If in the judgment of the Cumberland-Dauphin-Harrisburg Transit Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The Cumberland-Dauphin-Harrisburg Transit Authority may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Cumberland-Dauphin-Harrisburg Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) The Cumberland-Dauphin-Harrisburg Transit Authority may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Cumberland-Dauphin-Harrisburg Transit Authority or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds



received from the Cumberland-Dauphin-Harrisburg Transit Authority, or property supplied to the Contractor by the Cumberland-Dauphin-Harrisburg Transit Authority. If the termination is for default, the Cumberland-Dauphin-Harrisburg Transit Authority may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Cumberland-Dauphin-Harrisburg Transit Authority and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Cumberland-Dauphin-Harrisburg Transit Authority, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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



SECTION IV FORMS

4. FORMS



Acknowledgement of Receipt of Addenda

Exhibit A

IFB - VEHICLE PARTS AND SERVICES

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

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Name of Individual, Partnership or Corporation:

Address:

Name of Authorized Person:

Signature:

Title of Authorized Person:

Date:

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



Disadvantaged Business Enterprise (DBE) Certification

Exhibit B

Policy: It is the policy of the U.S. Department of Transportation and the Pennsylvania Department of Transportation that DBE's as defined in 49 CFR Part 26 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or Commonwealth funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to that agreement.

DBE Obligation. The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts.

Signature: _____ Date: _____

Title: _____

Firm: _____

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



Affidavit of Non-Collusion

Exhibit C

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

- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidder having corporation authority to sign 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 am not on the Comptroller General's List of Ineligible Contractors.
- (5) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Firm: _____

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public

My Commission Expires _____ 20____

Bidders Employer Identification Nbr. _____
(As used on employer's quarterly Federal Tax Return)

*Failure to submit this form in a properly executed manner
will result in the bid/proposal being found non-responsive and rejected.*



Debarment Certification

Exhibit D

The proposer hereby certifies to the best of its knowledge and belief, that its principals, and the principals of its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states.

(2) Have not within the preceding three-year period 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted 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 the preceding three-year period had one or more public transactions (Federal, State or local) terminated by cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature: _____ Date: _____

Title: _____

Firm: _____

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



Certification Regarding Lobbying

Exhibit E

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned [Contractor] 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 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

Date

Name and Title of Contractor's Authorized Official



PRICE PROPOSAL FORM

Exhibit F

The Cost Proposal Form, "2019 CAT PARTS IFB FORM", is supplied with the solicitation as a separate Excel spreadsheet and must be submitted in its' original format as the bidders cost proposal. The information and signature below verifies that the accompanying 2019 CAT PARTS IFB BID FORM is accurate and agreed to by the Offerer.

By my signature below, I hereby agree to supply the items specified at the price quoted and in accordance with all terms, requirements and conditions included in this solicitation.

Name: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

Signature: _____

Date: _____

*Failure to submit this form in a properly executed manner
will result in the bid/proposal being found non-responsive and rejected.*

Catbus01#k

