

**REQUEST FOR PROPOSALS**  
**FOR**  
**NON-ELECTRONIC / NON-REGISTERING TRANSIT BUS FAREBOXES**

**PROJECT 1-2024**

**JANUARY, 2024**

**WASHINGTON COUNTY TRANSPORTATION AUTHORITY**  
**dba Freedom Transit**

**in Collaboration with Butler Transit Authority (BTA)**

**NON-ELECTRONIC / NON-REGISTERING TRANSIT BUS FAREBOXES  
REQUEST FOR PROPOSALS  
WASHINGTON COUNTY TRANSPORTATION AUTHORITY**

The Washington County Transportation Authority (WCTA), DBA Freedom Transit, and Butler Transit Authority (BTA) are seeking proposals for the purchase of Non-Electronic / Non-Registering transit bus fareboxes to replace existing equipment.

One (1) electronic copy of the proposal shall be received no later than 2:00 p.m., prevailing time, on Wednesday, March 13, 2024 and should be addressed to: Ms. Jennifer Johnson, Grants & Procurement Manager, Washington County Transportation Authority, 50 E. Chestnut St., Washington, PA 15301

All proposals and contracts are subject to all applicable state and federal laws and to a financial assistance contract between the Washington County Transportation Authority, the Pennsylvania Department of Transportation and the U.S. Department of Transportation Federal Transit Administration.

Contractors will be required to comply with all applicable state and federal laws and regulations. This bid is subject to Buy America requirements if the total amount to be awarded is \$150,000 or more.

WCTA solicits and encourages disadvantaged business enterprise (DBE) participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

WCTA reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems to be in its best interest. Contract award is subject to the firm's agreement to WCTA's terms and conditions.

Proposal documents are available on Freedom Transit's website at [www.freedom-transit.org](http://www.freedom-transit.org) located in the About section under Doing Business with Freedom Transit. Or for more information, contact Jennifer Johnson, Grants & Procurement Manager at [jjohnson@freedom-transit.org](mailto:jjohnson@freedom-transit.org).

Sheila J. Gombita  
Executive Director  
Washington County Transportation Authority

**WASHINGTON COUNTY TRANSPORTATION AUTHORITY  
NON-ELECTRONIC / NON-REGISTERING TRANSIT BUS FAREBOXES  
REQUEST FOR PROPOSAL  
(Project #1-2024)**

**I. GENERAL CONTRACT INFORMATION**

- A. The Washington County Transportation Authority (WCTA) is seeking proposals for the purchase of Non-Electronic or Non-Registering transit bus fareboxes to replace existing equipment. Butler Transit Authority (BTA) may also choose to purchase the same Non-Electronic or Non-Registering transit bus fareboxes.
- B. All proposals and contracts are subject to all applicable state and federal laws and to a financial assistance contract between the WCTA or BTA and the Pennsylvania Department of Transportation and the U.S. Department of Transportation Federal Transit Administration.
- C. WCTA reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems to be in its best interest. Contract award is subject to the firm's agreement to WCTA's terms and conditions.
- D. All proposers are notified that WCTA reserves the right to delete or modify any task from the firm's Scope of Services at any time during the course of the contract.

**II. GENERAL PROJECT INFORMATION**

**A. Background**

This project is targeted to simplify the fare collection process, reduce preventative maintenance expenses, and improve customer service for fixed route bus service provided by WCTA and BTA.

WCTA and BTA both currently utilize Scheidt & Bachman fareboxes which are in bad condition and in need of replacement. The desired replaced fareboxes will be used solely for collecting cash and coins. A separate electronic system will be implemented to track all associated boarding data that is not tied to the Non-Electronic/Non-Registering fareboxes.

Currently, WCTA and BTA each dump cashboxes into their own secured vaults. This separation between the individuals removing cashboxes and the currency must be maintained as a part of the new non-registering farebox system. Although a method similar to the current vaulting procedure is desired, proposers may offer different solutions to vaulting as long as they do not involve operators or maintenance staff

having direct access to cash or coin. Any equipment associated with vaulting should be included in the cost of the system. WCTA and BTA understand that a replacement farebox system may involve facility changes to accommodate the need to store empty cash boxes and/or install a different safety deposit vault. The impact of those changes will be evaluated in the selection process. If swapping cashboxes is proposed by a vendor, the cost of an adequate supply of extra cashboxes must be included in the proposal.

WCTA and BTA's current systems separate cash and coin. It is preferred, but not required, that cash and coin are separated in the new farebox system. Fareboxes are not expected to have any type of electronic communication and will be truly mechanical boxes without electronic parts such as bill transports, coin mechanisms or similar parts.

## **B. SCOPE OF WORK**

Fareboxes and equipment must be new, of current model and manufacture, with replacements and parts readily available for the foreseeable future. Pricing shall be inclusive of the proposed product, including any parts and pieces needed to function.

### **1. Farebox Specifications**

Maximum width: 13"

Maximum depth: 13"

Minimum operational height (pedestal + farebox): 26"

Maximum operational height: 36"

Minimum cash/coin capacity: \$400 mixed

Corrosion resistance: stainless steel or aluminum construction

Must have a window for validation

Must be of rugged construction suitable for transit environment

Includes mechanical hinge to drop currency into cashbox with spring return

### **2. Quantities**

WCTA quantities are as noted below. BTA may choose to purchase quantities as defined.

a. WCTA – Fifteen (15)

b. BTA – Ten (10)

Proposals should include associated mounting hardware, including bases if floor mounted. WCTA and BTA may also elect to purchase some spare fareboxes and/or cashboxes on an occasional basis as needed, however those are not included here.

***NOTE: If the vendor's proposed system requires removing the full cashbox and replacing it with an empty one, i.e., not dumping cashbox content into a secure***

*deposit system and placing the empty box back on the bus, pricing should include the additional units needed.*

Delivered orders shall be F.O.B. For WCTA, delivery shall be made to its subcontractor's location at 2439 W. Pike Street, Houston, PA 15342. For BTA, delivery shall be made to its location at 130 Hollywood Driver, Butler, PA 16001.

Vendor will provide installation instructions and WCTA and BTA will do all installation.

Equipment shall be warrantied as to its specified performance for at least one year from installation, and to be free from all defects in design, material and workmanship. Any defective equipment shall be replaced free of charge, including transportation cost.

Pricing shall stay in effect for 12 months after award for any additional purchases.

**C. GENERAL CONTRACT CONDITIONS**

1. **COST:** The cost proposal shall include all costs associated with the purchase of Non-Electronic/Non-Registering fareboxes to ensure a fully functional farebox system at the time of acceptance by WCTA and BTA. Both authorities are exempt from payment of the Federal Excise, Transportation Tax and Pennsylvania Sales tax.
2. **LATE PROPOSALS:** No late proposals will be accepted or considered. WCTA will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. Late proposals will be returned unopened and unread.
3. **QUESTIONS AND REQUESTS:** Any questions concerning the RFP shall be in writing and emailed to [jjohnson@freedom-transit.org](mailto:jjohnson@freedom-transit.org). Questions must be received no later than **5:00 PM on Wednesday, February 21, 2024**. Questions received after this time will not be addressed. Responses from WCTA that substantially alter this solicitation will be issued in the form of a written addendum.
4. **ADDENDA:** Any interpretations of this RFP and any supplemental instructions will be in the form of a written Addendum which will be forwarded to all prospective firms on record no later than the close of business on Wednesday, February 28, 2024. No interpretation of the meaning of the specifications or other contract documents will be made to the proposers orally. Every request for such interpretation shall be in writing and addressed to WCTA at the address listed above. Such request, to be given consideration, must be received by 5:00 PM on Wednesday, February 21, 2024. All addenda shall become part of the contract documents and must be considered in the proposed prices.
5. **ADDITIONAL CLAIMS:** Successful Contractors shall make no claims and WCTA shall not be liable for additional payment or any other concession because of the

Proposer’s misinterpretation or misunderstanding of the Contract, or failure to fully acquaint itself with any conditions relating thereto.

6. PROPOSALS COSTS AND CANCELLATION: WCTA reserves the right to cancel the award of a contract before execution if WCTA deems such cancellation to be in its best interest. In no event will WCTA have any liability for cancellation of such award. The proposer assumes sole risk and responsibility for expenses prior to execution of a contract.
7. PAYMENT: Payments due the successful Proposer will be made within thirty (30) days after the date the invoice from the successful Proposer is received by WCTA based on the successful completion and acceptance by WCTA of identified milestones and provided the Proposer has submitted all the information requested by WCTA in order to review and approve the invoice. No advance payments will be made.
8. PROPRIETARY INFORMATION: Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. WCTA 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.

### **III. PROPOSAL CONTENTS AND REQUIREMENTS**

- A. One (1) electronic copy of the proposal shall be submitted via Dropbox at: [Non-Electronic Farebox RFP 2024](#) no later than 2:00 p.m., prevailing time, **Wednesday, March 13, 2024** and should be addressed to:

Jennifer Johnson  
Grants & Procurement Manager  
Washington County Transportation Authority  
50 E. Chestnut St.  
Washington, PA 15301

The proposals shall be labeled: **“Project 1-2024 PROPOSAL FOR NON-ELECTRONIC FAREBOXES FOR TRANSIT BUSES”**.

- B. Once submitted, proposals become the property of WCTA and will not be returned, regardless of the disposition of this RFP. Proposals shall be considered valid for the period of time it takes to negotiate an agreement and execute a contract with the successful firm. This period will not exceed three (3) months.
- C. The proposal shall include the following elements but not be limited to:
  1. All completed Proposal Forms and Certifications, including Price Forms for both WCTA and BTA.

2. Specifications of equipment proposed, including any published materials, that allow WCTA to understand functionality and sizing.
3. Description of how fareboxes are handled, and how cash and coin are removed from fareboxes and secured.
4. Expected life cycle of the equipment proposed and availability of replacements, including lead time for ordering.
5. Customer contact info for at least three other public transit agencies currently using the system being proposed.

D. The projected procurement schedule is as follows:

Release of RFP	January 29, 2024
Deadline for Receipt of Questions	February 21, 2024
Release of Last Addendum (if any)	February 28, 2024
Receipt of Proposals	March 13, 2024 by 2:00pm, EST
Review of Proposals	March 18-22, 2024
Recommendation to award Contract by WCTA*	April 2, 2024
Anticipated Delivery of Product	June 1, 2024

\*BTA may choose to award a Contract based on this solicitation and proposals. Should BTA choose to award a Contract, the successful Proposer may be recommended for a contract award at their April 23, 2024 Board Meeting.

*Note: The schedule following the receipt of the proposals is subject to change.*

#### **IV. EVALUATION AND SELECTION**

- A. Proposals are due to WCTA on or before the time stated in this RFP. They are to be delivered to the address specified and must contain all copies as prescribed. Failure to submit any required certification could result in the proposal being deemed non-responsive and rejected.
- B. Proposals will be evaluated by a Technical Evaluation Committee (TEC) comprised of WCTA staff on the basis of the evaluation criteria found in Section VIII.
- C. Based on the scores and rankings of the TEC, firms may be requested to participate in discussions with the TEC and/or provide a demonstration of the Non-Electronic/Non-Registering Fareboxes. WCTA reserves the right to make a contract award without written or oral discussions with proposers or a demonstration when WCTA deems such action or actions to be in its best interests.

- D. If suitable proposals are received, negotiations with the highest ranked firm will be pursued in order to lead to the award of the Contract. In the event WCTA does not reach an agreement with the highest ranked firm, negotiations will be initiated with the second ranked firm and will continue with the next highest ranked firm, should that become necessary, until a contract can be negotiated. WCTA considers all elements of the firm's proposal to be negotiable.
- E. WCTA reserves the right to accept or reject any or all proposals in whole or in part, or to waive any and all informalities, as it deems appropriate to serve the best interests of WCTA.

V. **APPROVAL AND AWARD**

Once negotiations have been completed, the award of a contract to the responsive and responsible proposer, whose proposal is deemed to be in the best interests of WCTA, will be recommended to the WCTA Board. Upon approval of award, WCTA will enter into a contract. All proposers will be notified in writing of the results. \*BTA may choose to award a Contract based on this solicitation and proposals. BTA may further define their agency's Contract process.

VI. **EVALUATION CRITERIA**

WCTA will select the farebox system that meets the minimum specifications and best suits its needs. Consideration of the deposit method and process will be part of the selection. The following criteria will be used to evaluate proposals.

1. **Price - 40 Points** - Cost for 15 complete units, and cost for any other hardware needed for deposit function, such as additional box vaults, safety deposit vault, etc. [see NOTE in Minimum Specifications]
2. **Ease of Use/Access - 30 Points** - Such as how the box mounts and fits in the space on a bus, how the box needs to be handled by staff. (removal and replacement, locking, unlocking, dumping, etc.) How easy to repair boxes.
3. **Safety Deposit - 20 Points** – How cash is removed from each box and secured. Whether the recommended solution will require to make facility changes.
4. **References - 10 Points** – Reliability of units, availability of replacements and parts



**PROPOSAL**

**\*\*\*THIS SHEET MUST BE SIGNED AND RETURNED WITH PROPOSAL PACKAGE\*\*\***

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined herein, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by WCTA, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a WCTA employee who would be paid to perform services under this proposal. An example of an indirect interest would be a WCTA employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The bidder acknowledges the receipt of Addenda numbered \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

*NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.*

**PRICE PROPOSAL - WCTA**

**QUANTITY OF FIFTEEN (15) NON-REGISTERING FARE BOX WITH MOUNT**

*NOTE: If the vendor's proposed system requires removing the cashbox and replacing it with an empty one, i.e., not dumping cashbox contents into a secure deposit system and placing the empty box back on the bus, please indicate a QUANTITY that includes adequate spare cashboxes to accommodate this business practice.*

Fifteen (15) fareboxes at \$\_\_\_\_\_ each: \$\_\_\_\_\_ Total

Additional cashboxes, if necessary

\_\_\_\_\_ cashboxes at \$\_\_\_\_\_ each: \$\_\_\_\_\_ Total

TOTAL for FARE and CASHBOXES \$\_\_\_\_\_ Total

In Words: \_\_\_\_\_

**2. Safe Deposit Equipment, One (1)** \$\_\_\_\_\_ Total

In Words: \_\_\_\_\_

**GRAND TOTAL FOR ALL UNITS AND SAFE DEPOSIT** \$\_\_\_\_\_

In Words: \_\_\_\_\_

**PRICE PROPOSAL - BTA**

**QUANTITY OF TEN (10) NON-REGISTERING FARE BOX WITH MOUNT**

*NOTE: If the vendor's proposed system requires removing the cashbox and replacing it with an empty one, i.e., not dumping cashbox contents into a secure deposit system and placing the empty box back on the bus, please indicate a QUANTITY that includes adequate spare cashboxes to accommodate this business practice.*

Ten (10) fareboxes at \$ \_\_\_\_\_ each: \$ \_\_\_\_\_ Total

Additional cashboxes, if necessary

\_\_\_\_\_ cashboxes at \$ \_\_\_\_\_ each: \$ \_\_\_\_\_ Total

TOTAL for FARE and CASHBOXES \$ \_\_\_\_\_ Total

In Words: \_\_\_\_\_

**2. Safe Deposit Equipment, One (1)** \$ \_\_\_\_\_ Total

In Words: \_\_\_\_\_

**GRAND TOTAL FOR ALL UNITS AND SAFE DEPOSIT** \$ \_\_\_\_\_

In Words: \_\_\_\_\_

## ATTACHMENT A

*All of the following must be reviewed, executed and returned with a proposal in full as part of a responsive proposal.*

### **REQUIRED FEDERAL, STATE & AGENCIES' CLAUSES & CERTIFICATIONS**

***The terms "Agency" or "Purchaser" or "FTA Recipient" or "Sub-Recipient" or "Grantee" shall refer to the Washington County Transportation Authority (Freedom Transit) as it relates to information contained in this Attachment.***

### **NON-COLLUSION STATEMENT**

The Antbid-Rigging Act of 1983, 73 P.S. ¶ 1611 *et seq.*, makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Affidavit is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

### **COMMONWEALTH NON-DISCRIMINATION CLAUSE**

Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination Clause.

### **CONTRACTOR INTEGRITY**

Each bidder/proposer is requested to certify to its compliance with the Commonwealth of Pennsylvania's Contractor Integrity clause.

### **PENNSYLVANIA OPEN RECORD CLAUSE**

In Compliance with Pennsylvania's Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of the Agency's Open Records Officer, after a bid is awarded.

### **NO FEDERAL 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.

### **FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD**

(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.

### **ACCESS TO RECORDS**

The Agency 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.

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.

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.

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).

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

### **FEDERAL CHANGES**

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.

### **TERMINATION –**

**(1) Termination for Convenience (Professional or Transit Service Contracts)-** The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency'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.

**(2) 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 Agency may terminate this contract for default. The Agency 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 Agency, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and the Agency 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 Agency.

**(3) Opportunity to Cure (General Provision) -**The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Agency'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 the Agency setting forth the nature of said breach or default, the Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**(4) Waiver of Remedies for any Breach-** In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **CIVIL RIGHTS**

**(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 (including gender identity), 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.

**DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

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*.

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

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(2) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Agency. In addition, it is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(3) The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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



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

## **BUY AMERICA REQUIREMENTS (*Applicable for awards of \$150,000 or more*)**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

## **RESOLUTION OF DISPUTES**

A. 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 Project Manager of WCTA. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

C. 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 any of his employees, agents or others for

those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between WCTA 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 Commonwealth of Pennsylvania.

E. 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 WCTA or its representative 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.

### **PROTEST AND APPEAL PROCEDURES**

These procedures are in compliance with FTA Circular 4220.1F (Rev. 4, March 18, 2013). If no protests are received, WCTA shall execute a contract with the bidder to whom the award was made.

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

A bidder or proposer filing a protest with WCTA must submit the protest in writing, via certified United States mail with a return receipt request, to Washington County Transportation Authority (WCTA) c/o Executive Director, 50 E. Chestnut St., Washington, PA 15301. The protest must include:

- a. The name and address of the bidder;
- b. Project number and the number of the solicitation;
- c. A detailed and factual statement of the grounds for protest and any supporting documentation. The documentation submitted to WCTA must be fully supported to the extent possible;
- d. The desired relief, action or ruling from WCTA.

A Protest Review Board consisting of the WCTA's Executive Director, Board Chairman, and Legal Counsel will consider all protests. A conference with the Protest Review Board on the merits of the protest may be held if the Protest Review Board deems such a conference to be

necessary. Interested Parties may request and, at the discretion of the Protest Review Board, may be invited to attend the conference.

The Protest Review Board shall make a decision regarding the protest and send notice of that decision to the Protesting Bidder within ten (10) working days following receipt of the protest by Procuring Agency. The notice of the decision shall outline the factors upon which the decision is based.

Within five (5) working days following receipt of the Protest Review Board's decision, the Protesting Bidder may appeal the Protest Review Board's decision to the Washington County Transportation Authority Board of Directors. The Board of Directors shall make a decision regarding the protest and send notice of that decision to the Protesting Bidder within ten (10) working days following receipt of the protest by Procuring Agency. The decision of the Board of Directors shall be final. The Procuring Agency will consider no further appeals.

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

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

- a. WCTA failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- b. Violations of Federal law or regulation.

Following any adverse decision by the Board of Directors, the bidder may file a protest if there has been a violation in connection with 1 and 2 above. An appeal to FTA must be received by the U.S. Department of Transportation, Federal Transit Administration ("FTA"), Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103, within five (5) working days of the date the protester learned or should have learned of an adverse decision by the Board of Directors or other basis of appeal to FTA.

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

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

FTA will not consider any data that was not submitted to WCTA. If new data becomes available after the exhaustion of administrative remedies with WCTA, that data should be

submitted to WCTA with a request for reconsideration. If the request is denied or if the protestor's administrative remedies with WCTA are again exhausted, the protestor may then submit the new data to FTA.

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

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

### **LOBBYING**

Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: 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. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors 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 the covered Federal actions as described by 31 U.S.C. 1352. For any contract and subcontract exceeding \$100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate. (See Certificate 4). Contractors and subcontractors who engage in lobbying activities are required to submit Standard Form—LLL (SF-LLL), "Disclosure of Lobbying Activities" in accordance with Section 1352 of Title 31, U.S. Code. SF-LLL to WCTA.

### **CLEAN AIR REQUIREMENTS**

For all contracts and subcontracts in excess of \$100,000, the Contractor and its subcontractors agree 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 and its subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to WCTA and WCTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*

### **CLEAN WATER REQUIREMENTS**

For all contracts and subcontracts in excess of \$100,000, the Contractor and its subcontractors agree 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 and

its subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to WCTA and WCTA will, in turn, report each violation as required resulting from any project implementation activity of a contractor or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. ¶ 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. ¶¶ 7401 *et seq.*

### **CARGO PREFERENCE REQUIREMENTS**

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 loading 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.); and
- 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.

### **FLY AMERICA**

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. ¶ 40118 (the "Fly America" Act), and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. ¶¶ 301-10.131 through 301-10.143.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency that are contained in the Pennsylvania State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. ¶ 6321 *et seq.*

### **PROHIBITED INTEREST**

No member, officer, or employee of WCTA, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom. WCTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

### **INTEREST OF MEMBERS OR DELEGATES TO CONGRESS**

No member 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.

### **NONDISCRIMINATION ON THE BASIS OF DISABILITY**

The Contractor agrees to comply with all applicable requirements of the following federal laws and federal regulations pertaining to discrimination against seniors or individuals with disabilities. The federal laws include: American with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*

The federal regulations include:

- (A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (B) U.S. DOT regulation, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (C) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39.
- (D) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (E) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (F) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 26;
- (G) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- (H) 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;
- (I) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (J) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

## **TRAFFICKING IN PERSONS**

The Contractor, its subcontractors and the employees of the Contractor and its subcontractors that are participating in the Project that is the subject of this Contract and during the period this Contract is in effect may not engage in severe forms of trafficking in persons, procure a commercial sex act or use forced labor in the performance of the Contract. WCTA may unilaterally terminate the Contract for the Project, without penalty to WCTA, if the Contractor, its subcontractors and the employees of the Contractor and its subcontractors are determined to have violated this prohibition. This provision implements the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. ¶ 7104(g) and U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.

## **DISTRACTED DRIVING**

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

### A. Definitions. As used in this Special Provision:

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

### B. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
  - (a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles; or
  - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
  - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
  - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its sub-agreements with its subcontractors and also encourage its subcontractors to comply with the terms of this Special Provision, and include this Special Provision in any sub-agreement they entered into for the Project.

**SEAT BELT USE**

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U.S.C. ¶ 402, the Contractor and its subcontractors are encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-operated vehicles.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain;or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

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By signing below, the authorized representative acknowledges the proposer has reviewed and will abide by all applicable Clauses noted herein.

NOTE: Failure to complete this form and submit with your proposal will render the proposal non-responsive.

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Name of Bidder/Company Name

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Printed Authorized Representative's Name

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Signature of Authorized Representative

---

Date

*CERTIFICATE 1*

**COMMONWEALTH NON-DISCRIMINATION CLAUSE**

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.
2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
3. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting Agency setting forth the provisions of this non-discrimination clause.
4. 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.
5. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
6. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
7. Where the practices of a union or of 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 the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
8. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting

discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

9. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting Agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting Agency or the Commission.
10. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
11. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
12. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
13. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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

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Name of Bidder/Company Name

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Printed Authorized Representative's Name

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Signature of Authorized Representative

---

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

*CERTIFICATE 2*

**AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposing (if the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals have been arrived at by the Proposer 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 Request for Proposal designed to limit independent Proposing or competition;
3. That the contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

*CERTIFICATE 3*

**CERTIFICATION OF PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY  
EXCLUSION**

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

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Name of Bidder/Company Name

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Printed Authorized Representative's Name

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Signature of Authorized Representative

---

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

CERTIFICATE 4

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify  
(Name and title of official)

on behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

\_\_\_\_\_  
Name of Bidder/Company Name

\_\_\_\_\_  
Printed Authorized Representative’s Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

Notary Seal (below):

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

*CERTIFICATE 5*

**CONTRACTOR INTEGRITY**

\_\_\_\_\_, hereinafter referred to as the Contractor,  
agrees to and certifies that:

1. DEFINITIONS

- a. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would have an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or Agency.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or Agency, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, Agency shall be deemed to have consented by virtue of execution of this agreement.
  - c. "Contractor" means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.
  - d. "Financial Interest" means:
    1. Ownership of more than five (5%) percent interest in any business; or
    2. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or Agency.
  3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
  4. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner or the Commonwealth of Pennsylvania.
  5. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of Agency or the Commonwealth.
  6. Except with the consent of Agency and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.



7. Except with the consent of Agency and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify Agency in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with Agency or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, Agency (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with Agency or Commonwealth. These rights and remedies are in addition to those the Commonwealth or Agency may have under law, statute, regulations, otherwise.
12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or Agency except in the following instances:  
*(if None write NONE)*
  - 1.
  - 2.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

CERTIFICATE 6

**BUY AMERICA CERTIFICATE**

*(For Procurement of Buses, Other Rolling Stock and Associated Equipment)*

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661 and 49 U.S.C. ¶ 5323(j).

**This Buy America Certificate must be completed and submitted with the bid for any purchase or contract in excess of \$150,000. A bid for any purchase or contract in excess of \$150,000 which does not include the certificate will be considered non-responsive. A proposer shall sign the Certificate of Compliance or the Certificate of Non-Compliance.**

A waiver from the Buy America Provision may be sought, if grounds for the waiver exist.

49 U.S.C. ¶ 5323(j) permits FTA participation on this contract only if steel, iron, and manufactured products used in this contract are produced in the United States.

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

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR 661.11.

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

Company: \_\_\_\_\_

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

**OR**

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

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. ¶ 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. ¶ 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

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

Company: \_\_\_\_\_

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