



County of Lackawanna Transit System

REQUEST FOR PROPOSALS
FIXED ROUTE TRANSPORTATION SERVICES

March 26, 2020
REQUEST FOR PROPOSALS
FIXED ROUTE TRANSPORTATION SERVICES & ADA COMPLEMENTARY
SERVICE

The County of Lackawanna Transit System (COLTS), the public transportation provider in Lackawanna County, in accordance with directives from the U. S. Department of Transportation and the Pennsylvania Department of Transportation, is seeking proposals for a qualified Service Provider to operate and manage, with its own employees and vehicle fleet, several bus routes throughout Lackawanna County from July 1, 2020 through June 30, 2023. The successful proposer will be solely responsible for the operation and maintenance of the vehicle fleet and equipment for the provision of the following routes: Mall Circulator, Evening City Circle – North, Evening City Circle – South, Saturday Night Shuttle, Newton Ransom, Chinchilla/Clarks Green/Justus, and Saturday ADA complementary para-transit service. The price proposal submission will allow for maintenance and depreciation to be included in the overall per diem cost. All COLTS services are open to the public and are ADA-accessible for elderly and disabled persons in compliance with local, state, and federal law. The successful proposer is responsible to adhere to all applicable laws. Passengers will pay the successful proposer with cash or by showing valid COLTS passes/tickets on each trip. The successful proposer will return all revenue and statistics collected to COLTS as required by law.

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

A Pre-Proposal meeting will be held at COLTS Administrative Offices, 800 North South Road, Scranton, PA 18504 at 10:00 (EST) on April 23, 2020. The purpose of the meeting is to allow interested firms to ask questions about the Request for Proposals prior to proposal submission. Attendance at the pre-proposal meeting is not required but is strongly suggested.

Copies of the RFP package can be requested by e-mail MDanchak@coltsbus.com or obtained from our website, www.coltsbus.com. All questions regarding the RFP are to be directed to Michael Danchak, Director of Finance and Administration.

Proposers are to submit proposals in nine sections (Please see Proposal Format Section for discussion regarding section content). Submit one copy of each section marked original and five (5) complete copies. Proposal envelopes for each section must clearly identify the RFP name “Fixed Route Transportation Service, ADA Complementary Paratransit and Maintenance Related Services,” the RFP Section and the Proposer’s name and address.

Michael Danchak
County of Lackawanna Transit System
800 North South Road
Scranton, PA 18504

Proposals received later than noon (12:00 P.M. EST) on May 19, 2020 shall be rejected. The County of Lackawanna Transit System reserves the right to reject any and all proposals or to award one or more contracts.

1.1 Submission Instructions

1.1.1 Quantity

The proposer shall submit five (5) copies of its proposal.

1.1.2 Due Date

In order to be considered, proposals must be received at the offices of COLTS by noon (12:00 P.M. EST) on Tuesday, May 19, 2020. Failure of the U.S. Postal Service or other delivery service to deliver proposal packages on time shall result in the proposal not being opened or considered. Proposals should be clearly marked “Fixed Route Transportation Services” and delivered to:

Michael Danchak
 County of Lackawanna Transit System
 800 North South Road
 Scranton, PA 18504

TIMELINE	
ACTION	DATE
Advertising Proposals	March 26, 2020
Conduct Pre-Proposal Conference	April 23, 2020
Vehicle and Equipment Inspection	By Appointment
Final Date for Questions (must be written)	May 5, 2020 by 3:00 P.M. EST
COLTS Official Response to Questions and Minutes of Pre-Proposal Conference	May 12, 2020
Proposals Due and Time	May 19, 2020 by 12:00 P.M. EST
Conduct Interviews (if needed)	Week of May 25th
Names of Proposers Publicly Announced	May 26, 2020
Evaluation and Selection	June 2, 2020
Award(s)	June 3, 2020
Execute Agreements with Providers	June 8, 2020
Transition Period	June 9, 2020 – June 30, 2020
Commence service with new providers	July 1, 2020
<i>COLTS may unilaterally change this schedule by written notice</i>	

1.1.3 Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. COLTS will respect requests for non-disclosure of proprietary information to the extent

that information so restricted conforms to the Freedom of Information Act and the Pennsylvania Sunshine Laws.

1.1.4 Forms

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

1.1.5 Availability of Electronic Version of this Document

The Request for Proposals and all related forms contained herein are available electronically in Portable Document Format (PDF). Interested parties who desire an electronic copy of this document should contact Michael Danchak, (MDanchak@coltsbus.com). Files will be sent via e-mail to the requesting party. COLTS does not warrant the integrity or format accuracy of any file or document sent in this manner.

1.1.6 Qualified Service Proposers

COLTS hereby notifies all Proposers in regards to any contract entered into pursuant to this RFP advertisement or solicitation, disadvantaged business enterprises (DBE's) will be afforded full opportunity to submit proposals in response and will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award.

Disadvantage Business Enterprises (DBE) are encouraged to submit a proposal. Firms that wish to be certified as a DBE should contact the Pennsylvania Unified Certification Program (PA UCP) at www.paucp.com. To be considered a DBE, the Proposer must be certified prior to the award of a Purchase of Services Agreement by PA UCP.

Certified Small Businesses Enterprises (SBE), who are prequalified, are encouraged to propose on this project. Small Businesses who are not prequalified are encouraged to become certified as a small business. For more information view PennDOT's small business enterprise website at: (<https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>).

The successful Proposer will be required to comply with all applicable laws and regulations and assist COLTS with its policies and programs including Equal Employment Opportunity (EEO), Title VI, DBE and SBE.

COLTS reserves the right to postpone, accept or reject any and all proposals, in whole or in part, and to waive any informality in the RFP process as COLTS deems in its own and/or the public's best interests. The Proposals shall be valid and binding for ninety (90) days from the date of opening.

Any person or business on the Comptroller General's list of ineligible Bidders and /or those who have been prohibited from doing business in the Commonwealth of Pennsylvania or its agencies/subdivisions, is not an eligible Proposer. Proposing firms must not be debarred or suspended per the clearance check in the federally monitored System for Award Management, (SAM), www.sam.gov.

This solicitation is structured to provide for the maximum measure of competition among firms. COLTS will consider the Proposer's qualification, experience, fiscal stability and resources, contractor integrity,

record of compliance with public policy, record of past performance, technical and financial resources, as well as price when awarding this contract.

Proposals received after the specified closing time will be considered late proposals and will not be considered for award and not opened.

1.2 Questions Concerning the Project

1.2.1 Written Questions

Contact/Questions: Requests for information related to this RFP should be directed to: Michael Danchak, COLTS at 800 North South Road, Scranton, PA 18504, mdanchak@coltsbus.com. E-mailed questions will be considered as written; however, no telephone solicitations will be honored.

Questions must be submitted in writing via U.S. Post Office, e-mail or facsimile as detailed above.

Written questions and/or requests for clarification as well as all requests for exceptions, deviations, or approved equals to the request for proposals and/or specifications must be submitted no later than 3:00 P.M. on May 5, 2020.

All potential Proposers must complete “Potential Proposer Interest Confirmation Form” and e-mail it to Michael Danchak. Failure to do so means you are not interested in the project and do not want any associated amendments or addenda information or other project notifications sent to you.

Prospective proposers are encouraged to submit substantive questions, comments, and concerns in writing. Written question received no later than 3:00 P.M. EST on May 5, 2020 will be answered in writing and distributed via addendum to those listed on the RFP distribution list. Questions should be addressed to Michael Danchak of COLTS at 800 North South Road, Scranton, PA 18504. E-mailed questions will be considered as written; however, no telephone solicitations will be honored.

1.3 Proposal Format

1.3.1 Minimum Requirements –Proposal

COLTS desires to contract with a Qualified Service Provider to provide the personnel, maintenance, materials, supplies, and supervision necessary for safe, courteous, and reliable transportation of passengers. It is expected that if an award is made, it will be made for three fiscal years being July 1, 2020 through June 30, 2023. COLTS reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing proposers. At a minimum, each proposal should contain the elements listed below and organized in the fashion and in the order listed. The proposal shall be a comprehensive, accurate and effective presentation. The County of Lackawanna Transit System will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

- Cover: RFP Project title and proposer’s name

- Letter of Transmittal: Each proposer shall provide a letter of transmittal signed by an authorized representative of the firm and address Michael Danchak, COLTS' Director of Finance and Administration, including the following:
 - Identification of the proposing firm, including name, address, e-mail, and telephone number.
 - Identification of a designated contact, with name, title, telephone number, address, and e-mail, who is authorized to address issues and negotiate with COLTS on the proposer's behalf in connection with this RFP, the project, and the Agreement (including price), and to bind the proposer on all matters relating to the RFP and the Agreement.
 - A statement that the proposal, including price, shall remain valid for a period of not less than 90 days from the proposal due date.
 - A statement and acknowledgment by the proposer that the proposal constitutes a binding offer to supply public transportation services in accordance with the terms of the RFP and the Agreement, and that the proposer agrees to provide all the services on these terms if selected by COLTS.
 - A statement and acknowledgement by the proposer that it understands and will comply with all applicable federal, State, and local laws, regulations, and requirements.

- Official Proposal Form – See Appendix A

- Proposal: The proposal shall be a comprehensive, accurate and effective presentation. Five (5) copies should be submitted. The proposal shall be submitted on 8 ½" X 11" paper with foldouts as required. No more than 30 sheets (60 pages) should be contained in the proposal and printing on both sides of the pages will be permitted.

- Section 1 – Firm Profile – The proposal shall provide evidence of good standing and authorized execution, including evidence that it is in good standing in the state of its incorporation/organization and that it is qualified to do business in the State of Pennsylvania. The proposal shall also include the PUC license number of the proposer.

The proposer shall provide a listing of three (3) public or non-profit entities for which the proposer has provided service since 2020 including the following:

- The particular services rendered
- The fleet size operated
- Workforce size
- Current status of the proposer's involvement in those services, (i.e. ongoing, contract expired, etc.)

This listing should include each entity's name, address, and current contact persons with e-mail addresses and telephone numbers. COLTS may contact any entity/person listed for use as a reference, and may obtain statistical information regarding a proposer's past performance for purposes of the evaluation process. All references must be government or non-profit. COLTS cannot serve as a reference.

Within the section the proposer shall provide a copy of its audited financial statements for the last two years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the services under this RFP.

- Section 2 – Key Personnel and Management – This section should provide an explanation of the proposer’s management structure, key personnel for this service, an organizational chart, and a narrative including this following:
 - An identification of the proposer’s General Manager, Maintenance Manager, and other key personnel, including a description of their qualifications.
 - An explanation of the proposer’s management team for this project and the relationship to the proposer’s overall corporate structure.
 - A description of the proposer’s management team’s experience working together on similar work.

- Section 3 – Management Approach – This section should include a statement explaining and documenting the proposer’s ability to perform the scope of work set forth in this RFP, including the following:
 - The proposer’s operations capabilities.
 - The proposer’s methods and resources to perform the services described in this RFP.
 - The proposer’s experience in time proven as well as state-of-the-art transit management techniques, including use of performance monitoring and software.

This section should also include a plan for reporting operating and management data to COLTS on a regular basis (Determined by COLTS), including an identification of appropriate data, level of detail, and frequency of reporting.

- Section 4 – Training Program – This section should provide a proposed Training Program for training of vehicle operators, dispatchers, technical support, and supervisory personnel, including the following:
 - A description of the number of hours of training and frequency for each classification of employee specified by the course content and type of training proposed.
 - A description of the specific training that will be provided for vehicle operators on system routes, fare collection, safe driving practices, and customer service, as well as the scope and hours of refresher training for accident prevention and the scope and hours of retraining following vehicle accidents.
 - A description of the proposed training on the proper security, emergency response, and preparedness procedures.
 - A description of the Contractor’s plan to assure that training will be fully adequate in scope and content throughout the contract term.

- Section 5 – Operating Plan – This section should describe the plan and procedures for revenue vehicle operations, office and field supervision, dispatching, response to in-service vehicle breakdowns, and other service disruptions. This section should include the following:
 - A description of the proposed weekly operating cycle.
 - A description of the service quality monitoring program, addressing matters such as how on-time performance and trip completion will be tracked and reported, and how operator service provision quality will be checked (i.e. ride checks).
 - A description of the process to respond to breakdowns, accidents, late service, emergencies, and other service disruptions, and to ensure on-time performance.
 - A description of the maintenance plan, pre- and post-trip inspections, and in-service road failures. The maintenance plan should include inspection schedule and preventive maintenance schedules and checklists. Please explain how maintenance will be scheduled to not interfere with delivery of daily scheduled transit service.

- Section 6 – Safety and Security program – this section should provide a safety and security program that complies with all applicable regulation of the Federal Department of Transportation and any other applicable Federal, state, or local safety/security laws, regulations, rules, codes, or orders. This program should also specifically address the safety of employees, passengers, vehicles, and equipment, and will include the following:
 - A plan for operational safety (with and without passengers on board), traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities.
 - A detailed description of the proposed accident investigation process, accident notification communication process, customer injury claim process, and follow-up process.

- Section 7 – Insurance Certificates

Prior to the start of the contract, COLTS shall be provided with Certificates of Insurance which contain the following information:

 - Insurance limits
 - Workers’ Compensation Insurance
 - Insurance in accordance with the laws of the Commonwealth of Pennsylvania. Employer’s liability with a minimum of \$1,000,000 per occurrence.
 - Automobile Liability Insurance
 - \$2,000,000 combined single limit per occurrence (Insurance Code 1 –any vehicle)
 - \$5,000 personal injury protection limit per person
 - COLTS is named as Additional Insured
 - General Liability
 - \$2,000,000 per occurrence. Annual aggregate limit, if any, must be at least \$3,000,000 with at least \$2,000,000 applying exclusively to this contract.
 - These limits can be any combination of insurance such as primary \$1,000,000 combined single limit per occurrence with \$2,000,000 specific job aggregate limit plus \$1,000,000 umbrella limit. Contractor agrees that if \$1,000,000 or more of the primary aggregate limit is exhausted by paid and/or reserve claim(s) and/or any event(s) reasonably likely to be a claim(s), successful proposer will purchase insurance to fully replenish the aggregate unless the aggregate is so diminished after insurance policy expiration.
 - COLTS is named as Additional Insured
 - Policy form on “Occurrence” basis.
 - Insurance company with A.M. Best’s rating of A- or higher and VI or higher.
 - Insurance company must provide COLTS’ Director of Finance with at least thirty (30) days’ notice of cancellation or material change.
 - No cross-liability exclusion.
 - Certificate of Insurance must not include a Matter of Information Only limitation.

- Section 8 - Price Proposal –Appendix B

The proposer must prepare a per diem rate for each fiscal year covered in this solicitation and for each route listed.

- Section 9 - Required Certifications – Appendix C
The proposer must indicate its compliance with certain Federal executive orders, laws, statutes, and regulations to be considered for award:
 - Integrity Certification
 - Access to Records
 - Commonwealth of Pennsylvania Non-discrimination Clause
 - Receipt of Addenda (submit whether or not any addenda are issued)
 - No Federal Government Obligations to Third-Parties
 - Program Fraud and False or Fraudulent Statements Related Acts
 - Federal Changes
 - Civil Rights (EEO, Title VI & ADA)
 - DBE Certification
 - Incorporation of FTA Terms
 - Suspension and Debarment
 - Lobbying
 - Clean Air
 - Clean Water
 - Energy Conservation
 - County of Lackawanna Transit System’s Protest Procedure

1.4 Disadvantaged Business Enterprise

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

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

It is the policy of COLTS to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

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

The Executive Director has been delegated as the DBE Liaison Officer. In that capacity, the Executive Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE

Program is accorded the same priority as compliance with all other legal obligations incurred by COLTS in its financial assistance agreements with the Department of Transportation.

COLTS has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. COLTS' policy statement will appear in local and transit-oriented publications once a year and will be included in all Requests for Proposals and Invitations for Bids.

1.5 Grant

1.5.1 Award of Grant

COLTS anticipates award of grant(s) at its Special Board meeting on June 3, 2020.

1.5.2 Grant Type

COLTS will enter into a firm, fixed fee contract with the selected vendor.

1.5.3 Time for Completion

The contract will commence on July 1, 2020 and end on June 30, 2023. Monthly invoices must be submitted by the 7th of the following month.

1.6 Evaluation Methodology

1.6.1 Evaluation Criteria

COLTS' staff will screen all proposals received for completeness and eligibility. An evaluation committee will be established to review, score, and rank the proposals. All proposals will be reviewed, scored, and ranked to ensure that they are responsive to the eligibility criteria contained in this Request for Proposal. The final score for each proposal, and corresponding ranking, will be determined as the average of the scores of all members of the evaluation committee.

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

- **Operations Capability – 20%.** COLTS will evaluate the Proposer's operations capability, approach, and plans:
 - The overall quality of the Proposer's Operating Plan as required in Section 1.3.1 Section 5.
 - The quality and completeness of the Proposer's Safety and Security Program as required in Section 1.3.1 Section 6.
- **Key Personnel, Management Approach, and Training Program – 20%.** COLTS will evaluate the Proposer's personnel related elements:
 - The overall qualifications, experience, and credentials of Key Personnel as required in Section 1.3.1 Section 2.

- The overall quality of the Proposer’s operations, capabilities, methods, and resources to perform the service including reporting requirements as required in Section 1.3.1 Section 3.
- The quality and completeness of the Proposer’s Training Program as required in Section 1.3.1 Section 4.
- **Project Experience and References – 20%.** COLTS will evaluate the Proposer’s experience in providing operations services as required in Section 1.3.1 Section 1:
 - Demonstrated experience in transit service operation.
 - Proposer’s past performance through contact with supplied references.
 - The extent of the Proposer’s financial strength and resources.
- **Price Proposal – 40%.** COLTS will score the Price Proposal based on the total contract price proposed which is the sum of the annual prices for three years. The Proposer with the lowest total price will receive the maximum score. The other Proposers will receive their score based on a ratio of their price to the lowest price.

1.6.2 Evaluation Committee

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

1.7 Proposal Summary

1.7.1 Procurement Schedule (Tentative)

Advertisement of Request for Proposal Completed	March 24, 2020
Release Date for RFP	March 26, 2020
Deadline for written questions	May 5, 2020
Proposals due	May 19, 2020
Contract Award / Notice to Proceed	June 8, 2020

2.1 Scope of Work

2.1.1 General Scope of Work

COLTS is conducting this procurement to select a contractor to operate certain fixed-routes and ADA complementary para-transit service on Saturday and during the week. The Proposer selected in this procurement will comply with the terms and condition set forth herein. COLTS has previously operated the below mentioned routes through a contract with a private operator. COLTS may conduct various transit/route studies that may lead to changes in routes and service characteristics in the current system. It is anticipated that the terms of service adjustments will be negotiated prior to implementation.

2.1.2 Service Routes

COLTS will require the successful Proposer to provide service on the following routes:

- Mall Circulator #46,

- Evening City Circle North #71,
- Evening City Circle South #72,
- Saturday Night Shuttle #71/#72,
- Simpson Carbondale #82,
- Newton Ransom/Chinchilla/Clarks Green/Justus #84,
- Saturday ADA complementary para-transit

2.2 Service Description

2.2.1 Service Levels at Issuance of RFP

The following table illustrates service level estimates at April 1, 2020. COLTS reserves the right to increase or decrease the level of service throughout the term of this contract and does not guarantee the revenue hours listed below:

Routes	Months of Operation (based on fiscal year)	Operating Days per Week	Approximate Operating Times per Day	Estimated Annual Revenue Vehicle Hours
Mall Circulator #46	July-June	Monday-Saturday	7am - 6pm	3,024
Evening City Circle North #71	July-June	Monday-Friday	7pm - 1am	1,561
Evening City Circle South #72	July-June	Monday-Friday	7pm - 1am	1,576
Saturday Night Shuttle #71/#72	September - May	Saturday	5pm - 1am	240
Simpson Carbondale #82	July-June	Monday-Saturday	7am - 6pm	2,308
Newton Ransom/Chinchilla/Clarks Green/Justus #84	July-June	Monday-Saturday	9am - 6pm	2,743
Saturday ADA complementary para-transit	July-June	Saturday	8am - 6pm	416

2.2.2 Mall Circulator #46

From approximately 7am until 6pm, Monday-Saturday, the Mall Circulator will transport riders from the Viewmont Mall to various shopping centers located off Commerce Boulevard and Business Route 6. COLTS reserves the right to adjust service as demand dictates.

COLTS' fare system as of April 1, 2020 is \$1.75 one-way cash fare; \$.85 for disabled/reduced fare passengers; seniors and children under 45 inches ride for free; and several multi-ride passes. The successful Proposer is responsible for the proper administration of COLTS' fare structure.

2.2.3 Evening City Circle North & South #'s 71 & 72

From approximately 7pm until 1am, Monday-Friday, the Evening City Circle routes will transport riders from downtown Scranton throughout various municipalities in Lackawanna County and sections of Scranton. COLTS reserves the right to adjust service as demand dictates.

COLTS' fare system as of April 1, 2020 is \$1.75 one-way cash fare; \$.85 for disabled/reduced fare passengers; seniors and children under 45 inches ride for free; and several multi-ride passes. The successful Proposer is responsible for the proper administration of COLTS' fare structure.

2.2.4 Saturday Night Shuttle #71/#72

From approximately 5pm until 1am, Saturday nights from July through June, the Saturday Night Shuttle will transport riders from the University of Scranton to various shopping centers located off Commerce Boulevard. COLTS reserves the right to adjust service as demand dictates.

COLTS' fare system as of April 1, 2020 is \$1.75 one-way cash fare; \$.85 for disabled/reduced fare passengers; seniors and children under 45 inches ride for free; and several multi-ride passes. The successful Proposer is responsible for the proper administration of COLTS' fare structure.

2.2.5 Simpson/Carbondale #82

From approximately 7am until 6pm on Monday-Saturday, this route will service from the Viewmont Mall to Simpson utilizing Route 6. COLTS reserves the right to adjust service as demand dictates.

COLTS' fare system as of April 1, 2020 is \$1.75 one-way cash fare; \$.85 for disabled/reduced fare passengers; seniors and children under 45 inches ride for free; and several multi-ride passes. The successful Proposer is responsible for the proper administration of COLTS' fare structure.

2.2.6 Newton Ransom/Chinchilla/Clarks Green/Justus #84

From approximately 9am until 6 pm, Monday-Saturday, this route will service several apartment complexes and shopping centers throughout the Clarks Summit area. COLTS reserves the right to adjust service as demand dictates.

COLTS' fare system as of April 1, 2020 is \$1.75 one-way cash fare; \$.85 for disabled/reduced fare passengers; seniors and children under 45 inches ride for free; and several multi-ride passes. The successful Proposer is responsible for the proper administration of COLTS' fare structure.

2.2.7 Saturday ADA complementary para-transit

This demand-response service operates on Saturday's from 6am until 6pm and may transport riders throughout COLTS' fixed route system and extending $\frac{3}{4}$ of a mile beyond the fixed routes. Appointments are necessary for this service and all appointments are scheduled through COLTS' shared ride division. Manifests will be sent to the successful proposer by close of business on the preceding Friday.

COLTS requires that users of this service purchase tickets in advance; however, no customer may be denied a trip due to short fare or no fare. A monthly ADA pass is also accepted for this service. The successful Proposer is responsible for the proper administration of COLTS' fare structure.

2.3 Service Operations

2.3.1 Service Requirements

A compilation of the existing routes and schedules to be operated under this contract are available at www.coltsbus.com. Routes are subject to change and modification as specified by COLTS.

COLTS will provide the headway and service frequency to the successful Proposer during the performance of this contract. The successful Proposer shall be responsible for developing driver shifts from the schedule of service provided by COLTS.

The successful Proposer shall perform all scheduled service subject to COLTS' operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by COLTS, including route modifications required as a result of a declared emergency by Federal, State or Local Government or by the Executive Director of COLTS.

The successful Proposer shall not supply vehicle service hours when they are not scheduled. Relief drivers are the responsibility of the successful Proposer and shall not disrupt the continuity of service. If a major disruption in service occurs, the successful Proposer shall notify COLTS immediately. If the successful Proposer should be unable to provide alternate service, COLTS may then elect to secure the necessary services. Should COLTS elect to secure such service from other sources, the successful Proposers shall be liable for all such costs incurred.

All services to be rendered by the successful Proposer under this Agreement shall be as specified by COLTS. The successful Proposer shall advise COLTS of matters of importance and make recommendations when appropriate; however, final authorization concerning service parameters shall rest with COLTS with input from the participating municipalities as appropriate. The successful Proposer may propose ways to improve revenue service; however, such recommendations should minimize modifications to the existing bus route structure.

Service requirements include having a person available to relay information to the driver during all hours when a vehicle is on the road, with no exceptions.

The successful Provider is required to have a means of communication with all in-service vehicles including intra-vehicle communication between in-service vehicles during all hours when a vehicle is on the road, with no exceptions. All means of communication shall be the sole responsibility of the successful Proposer.

2.3.2 Holidays

Services shall not be operated on the major holidays designated by COLTS, which are currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. COLTS reserves the right to amend the holiday and modify the holiday schedule during the course of the contract.

2.4 Vehicles

2.4.1 Service/Support Vehicles

The successful Proposer will furnish and maintain all necessary support vehicles in order to ensure bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. Towing and road call services may be handled by contractual agreement with local firms.

2.4.2 Vehicle Spare Ratio

The successful Proposer shall endeavor to provide a spare ratio of at least 15 percent (15%).

2.4.3 Communications Systems

The successful Proposer will be responsible for providing a two-way communication system on all revenue vehicles and any of its own supervisory vehicles and paying for the monthly service charge for air time. The system must allow for vehicle-to-base and supervisor communication as well as multiple receiver/broadcast operation. The successful Proposer shall also provide, to COLTS, a communication system/mechanism to stay in contact with local transit dispatch. The successful Proposer shall be responsible for maintaining the communication systems in all revenue vehicles, including a provision of spare equipment. The successful proposer will be responsible for maintaining base stations, antennas, and other in-house equipment used for dispatching. In addition, hand-held mobile units shall be provided for all field/street supervisors and other personnel as needed at the successful Proposer's expense.

COLTS reserves the right to require successful Proposer to purchase and or implement equipment utilized by COLTS to comply with NTD reporting requirements.

2.4.4 Fueling and Cleaning

The successful Proposer is responsible for fueling its vehicles. The Cost Proposal form allows for a fuel surcharge for fuel prices in excess of a base price/gallon. The successful Proposer is responsible for a fuel tracking system to identify dates, vehicle, amount of fuel, type of fuel used, and mileage of vehicle when fueled.

The successful Proposer is responsible for washing the exterior of its vehicles daily as well as the major cleaning inside and out. On a daily basis, the successful Proposer will be required to sweep out each vehicle, wipe down seats and other surfaces, as well as remove trash.

2.5 Personnel

2.5.1 Management

The successful Proposer will have a designated project manager and point-of-contact for the operation. Further, a dispatcher will be on duty while service is ongoing. The successful Proposer will also provide the following:

- Training and scheduling of all regularly assigned personnel;
- Collection and distribution of operating reports;
- Daily monitoring and security of the collection of all fares;
- Preparation of monthly summaries of operations data;
- Preparation of a monthly invoice which will document all charges;
- Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner;
- Accident review and analysis and reviews for accident chargeability;
- The hiring and discipline of personnel.

Personnel hired for positions will undergo and pass drug and alcohol testing and have completed criminal background and driving record checks.

With just cause, COLTS reserves the right to require the removal of any Proposer employee from the provision of COLTS' routes.

All personnel shall be trained for their jobs and regarding the operating procedures for the services. In addition, all personnel shall have security training generally instructing drivers how to recognize and react to suspicious or illogical activities.

2.5.2 Drivers

All Proposer drivers must meet these minimum requirements:

- Pass a pre-employment drug and alcohol test as well as participate in random and for cause drug and alcohol testing during time of employment;
- Not have any felony offenses;
- Be properly licensed in the State of Pennsylvania to provide this type of service and operate a vehicle weighing more than 26,000 pounds or originally designed to carry 16 passengers or more (including the driver), possess a valid commercial driver's license (CDL) of class B or greater with a P endorsement and air brake restriction lifted;
- DMV record checks;
- Criminal background check.

COLTS reserves the right to inspect the Awardee's records related to the aforementioned requirements.

Additionally, vehicle operators will:

- Operate in a safe, customer friendly manner and comply with COLTS' policies;
- Be subject to removal at the request of COLTS with documented just cause;
- Be properly groomed and otherwise present a professional appearance and demeanor to the public;
- Comply with the rules and regulations of COLTS;
- Be required to cooperate in the distribution of information to the riders as well as cooperate in collecting data;
- Operate the service in compliance with ADA regulations;
- Show appropriate vehicle destination signs;
- Adhere to schedules and on-time performance standards as set forth by COLTS.

2.5.3 Driver Training

The successful Proposer will train drivers regarding:

- Bus routes, service policies, and fare collection;
- Safe operation of the vehicles and equipment;
- Customer relation skills;
- Passenger Assistance techniques including sensitivity training;
- Data collection including but not limited to, passenger counts in support of National Transit Database reporting;
- Security training instructing drivers how to recognize and react to suspicious or illegal activities

COLTS reserves the right to inspect the Awardee's records related to the aforementioned requirements.

2.6 Reports

2.6.1 Reporting

The successful Proposer will provide all project records as requested by COLTS in approved formats in any relationship to operations, maintenance, and administrative actions associated with providing COLTS

services. The successful Proposer will permit authorized representatives of COLTS to examine all data and records related to the project upon request by COLTS or according to the scheduled reporting periods. All project records prepared by the successful Proposer will be owned by COLTS and be made available to COLTS at no additional charge. All records will be available for at least three (3) years following final payment.

2.6.2 Financial Records

The successful Proposer will establish and maintain within a separate account all project expenditures and any other relevant financial records or documents. The successful Proposer must conform to applicable FTA Uniform System of Accounts and the National Transit Database reporting system. The successful Proposer will supply on an annual basis all year-end documents and associated materials as requested by COLTS.

2.6.3 Invoices and Fare Box Revenue Handling

The successful Proposer shall submit monthly invoices to COLTS within seven (7) calendar days of the following month for services rendered during the reporting period. To account for passenger fare box revenue, COLTS requires that fare box vaults be pulled every Thursday from the transit vehicles at COLTS garage located at 800 North South Road, Scranton, PA 18504. The successful Proposer shall provide monthly mileage statistics by vehicle for each route which shall include Actual Vehicle Miles (odometer miles). Payment from COLTS shall be received thirty (30) days following receipt of invoice. All invoices and related records are subject to audit by COLTS or representatives of other funding partners.

2.6.4 Operational Records

The successful Proposer shall submit operational information which will aid COLTS in monitoring and evaluating the productivity of each route. The successful Proposer will collect and prepare the following information to COLTS:

- Missed trips (listed daily).
- Service road calls resulting in vehicles being towed (daily).
- Accidents, incidents, or passenger disputes (daily).
- Number of complaints/compliments received (monthly) and resolutions.
- Vehicle collisions (daily).
- Ridership by fare instrument (daily).

All information will be submitted to COLTS via a monthly summary report.

The successful Proposer shall keep a complaint log that contains investigative actions and resolutions to each complaint. COLTS reserves the right to review the log.

2.6.5 National Transit Database and PennDOT reporting

COLTS is required to submit monthly and annually to the National Transit Database (NTD). The successful Proposer, at the direction of COLTS, shall be responsible for collection of FTA NTD related data and other pertinent information. Typical information will include basic operating and financial information (actual vehicle hours, vehicle revenue hours, actual vehicles miles, vehicle revenue miles, labor and non-labor costs, depreciation, etc.) in connection with the operation of the transit service.

The successful Proposer shall prepare and submit the NTD information monthly within seven (7) calendar days following the preceded month. Any failure to comply with the required reporting needs of COLTS will place COLTS in a situation of non-compliance. Any citation of state or federal non-compliance placed upon COLTS as a result of the successful Proposer's failure to comply will result in liquidated damages and reduction of payment to the successful Proposer.

2.7 Insurance Requirements

At a minimum, the successful Proposer must have the following insurance requirement:

- Workers' Compensation Insurance
 - Insurance in accordance with the laws of the Commonwealth of Pennsylvania. Employer's liability with a minimum of \$1,000,000 per occurrence.
- Automobile Liability Insurance
 - \$2,000,000 combined single limit per occurrence (Insurance Code 1 –any vehicle)
 - \$5,000 personal injury protection limit per person.
 - COLTS is named as Additional Insured.
- General Liability
 - \$2,000,000 per occurrence. Annual aggregate limit, if any, must be at least \$3,000,000 with at least \$2,000,000 applying exclusively to this contract.
 - These limits can be any combination of insurance such as primary \$1,000,000 combined single limit per occurrence with \$2,000,000 specific job aggregate limit plus \$1,000,000 umbrella limit. Contractor agrees that if \$1,000,000 or more of the primary aggregate limit is exhausted by paid and/or reserve claim(s) and/or any event(s) reasonably likely to be a claim(s), successful proposer will purchase insurance to fully replenish the aggregate unless the aggregate is so diminished after insurance policy expiration.
 - COLTS is named as Additional Insured.
- Policy form on "Occurrence" basis.
- Insurance company with A.M. Best's rating of A- or higher and VI or higher.
- Insurance company must provide COLTS' Director of Finance with at least thirty (30) days' notice of cancellation or material change.
- No cross-liability exclusion.
- Certificate of Insurance must not include a Matter of Information Only limitation.

APPENDIX A – OFFICIAL PROPOSAL FORM

A. Proposer Information	
Name of Organization or Agency:	
Type of Organization: <input type="checkbox"/> Non-profit; <input type="checkbox"/> Private; <input type="checkbox"/> State/local government	
If Private specify type: <input type="checkbox"/> sole proprietor; <input type="checkbox"/> S-Corp; <input type="checkbox"/> Corporation; <input type="checkbox"/> LLC	
Data Universal Numbering System (DUNS) No:	
Address:	
City/State/Zip:	
Contact Person (Name and Title):	
Email of Contact Person:	
Phone:	
Average number of employees over the past 12 month:	
Average annual receipts over the past 3 years:	
B. Certification	
<p>I, _____, am the person duly authorized to sign on behalf of my organization. I also acknowledge that the information in this proposal is a public record.</p> <p>To the best of my knowledge and belief, all data in this application is true and correct. My organization guarantees it can and will provide at a minimum all of the services set forth in Sections 2.1 and 2.3. My organization will comply with the applicable Certifications and Assurances and COLTS requirements.</p>	
_____ Signature of Authorized Representative	_____ Date
_____ Title of Authorized Representative	_____ Organization/Agency

APPENDIX B – PRICE PROPOSAL

Mall Circulator #46			
	Per Diem 7/01/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

Evening City Circle North #71			
	Per Diem 7/1/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

Evening City Circle South #72			
	Per Diem 7/1/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

APPENDIX B – PRICE PROPOSAL (cont'd)

Saturday Night Shuttle #73			
	Per Diem 7/1/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

Newton Ransom #83			
	Per Diem 7/1/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

Chinchilla/Clarks Green/Justus #84			
	Per Diem 7/1/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

APPENDIX B – PRICE PROPOSAL (cont'd)

Saturday ADA complementary para-transit			
	Per Diem 7/1/20- 6/30/21	Per Diem 7/1/21- 6/30/22	Per Diem 7/1/22- 6/30/23
Labor	\$	\$	\$
Materials	\$	\$	\$
Other Direct Costs	\$	\$	\$
Depreciation	\$	\$	\$
Overhead _____ %	\$	\$	\$
TOTAL PER DIEM	\$	\$	\$

Authorized Official of Firm

Title of Authorized Official

Date

APPENDIX C – REQUIRED FORMS AND CERTIFICATIONS

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

- Access to Records
- Integrity Certification
- Commonwealth of Pennsylvania Non-Discrimination Clause
- Receipt of Addenda (submit whether or not any addenda are issued).
- No Federal Government Obligations to Third-Parties
- Program Fraud and False or Fraudulent Statements Related Acts
- Federal Changes
- Civil Rights (EEO, Title VI & ADA)
- DBE Certification
- Incorporation of FTA Terms
- Suspension and Debarment
- Lobbying
- Clean Air
- Clean Water
- Energy Conservation
- Non-Collusion Affidavit
- County of Lackawanna Transit System’s Protest Procedure

Access to Records

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a 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. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

Authorized Official of Firm

Title of Authorized Official

Date

INTEGRITY CERTIFICATION

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

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

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

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

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

Signature & Title of Authorized Official

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

Signature of Contractor's Attorney

Date

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

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

**COMMONWEALTH OF PENNSYLVANIA
NON-DISCRIMINATION CLAUSE**

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

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

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

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

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

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

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

6. The Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and 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 the Contractor may be declared temporarily ineligible

for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

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

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

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

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

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

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

Name of Individual, Partnership, or Corporation

Address

Authorized Person

Signature

Title

Date

RECEIPT OF ADDENDA

Certification of Receipt of Addenda to the Request for Proposal

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

Acknowledgement of Receipt of Addenda

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

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Addendum Number: _____, dated: _____

Name of Individual, Partnership or Corporation:

Address:

Name of Authorized Person:

Signature:

Title of Authorized Person:

Date:

No Federal Government Obligations to Third-parties

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Program Fraud and False or Fraudulent Statements and Related Acts

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

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Federal Changes

49 CFR Part 18

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

Authorized Official of Firm

Title of Authorized Official

Date

Civil Rights (EEO, Title VI & ADA)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

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

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

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

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Disadvantaged Business Enterprises (DBEs)

49 CFR Part 26

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

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

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

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

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

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

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

f. The contractor hereby agrees to subcontract a minimum of 1.5% of the contract to Disadvantaged Business Enterprises. (A list of DBE's certified in the Commonwealth of Pennsylvania can be found in the DBE Directory, which can be accessed at www.paucp.com.)

Authorized Official of Firm

Title of Authorized Official

Date

Incorporation of FTA Terms

[FTA Circular 4220.1E](#)

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

Authorized Official of Firm

Title of Authorized Official

Date

Suspension and Debarment

49 CFR Part 29
Executive Order 12549

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

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

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

The certification in this clause is a material representation of fact relied upon by the County of Lackawanna Transit System. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County of Lackawanna Transit System, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or 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.

Authorized Official of Firm

Title of Authorized Official

Date

Lobbying

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

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

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

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

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

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Clean Air

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Clean Water

33 U.S.C. 1251

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

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

Authorized Official of Firm

Title of Authorized Official

Date

Energy Conservation

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

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

Authorized Official of Firm

Title of Authorized Official

Date

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

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

State of _____

County of _____

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

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

I state that:

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

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

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

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

(Name of public entity)

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

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____.

Notary Public

My Commission Expires

County of Lackawanna Transit System's Protest Procedure

If a bidder/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 COLTS 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 COLTS 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 COLTS the opportunity to resolve the issue prior to contract award.

Contents of Protest to COLTS

A bidder or proposer filing a protest with COLTS must submit the protest in writing, via certified United States mail with a return receipt request, to County of Lackawanna Transit System (COLTS) c/o Executive Director, 800 North South Road, Scranton, PA 18504. The protest must include:

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

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

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

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

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

Contents of Protest to FTA

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

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

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

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

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

Authorized Official of Firm

Title of Authorized Official

Date