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REQUEST FOR PROPOSALS

BUS STOP SIGN INSTALLATION

RFP 18-19-001-B

December 08, 2019





Luzerne County Transportation Authority (LCTA)
Request for Proposals (RFP 18-19-001-B)
Bus Stop Sign Installation Services

PLEASE NOTE THIS RFP IS FOR SIGN INSTALLATION & RELATED MATERIALS ONLY

The Luzerne County Transportation Authority, herein referred to as LCTA, is seeking to contract the services of a qualified firm for the installation of 750 (approx.) bus stop signs with vinyl numbers. Proposers should disregard the quote request for the production & supply of the signs and only submit a proposal for the bus stop sign installation services and all related hardware and materials (e.g., posts, nuts/bolts, screws) as needed for the different sign installation scenarios as described within the RFP (see section 2.04_A for general scenarios review & pg. 23 Pricing Form for quote specific scenarios).

A complete Request for Proposals package is available by contacting Lou Uritz at LCTA, (570) 855-9356 x210 or luritz@lctabus.com or online at www.lctabus.com. One electronic copy (optional) and three (3) spiral bound copies of the proposal are due at the offices of LCTA no later than 12:00 p.m. Wednesday, February 05, 2020. Electronic copies will be accepted via CD or USB only.

Proposals will be evaluated, and a contract award made, based on the following criteria listed:

- (1) Responsiveness of written proposals to requirements of RFP;
- (2) Qualifications and experience of firm;
- (3) Cost for installation services;
- (4) Reliability based on reports from references;
- (5) Product/Service warranties to be provided;
- (6) Involvement of certified DBE, VOSB, or SDVOB. (Optional)

Although not a requirement for bidding, additional consideration will be provided for prime bidders with subcontracting participation and/or joint bids where one or more of the bid participants are Disadvantaged Business Enterprise (DBE) firms and/or Veteran's Administration (VA) certified Veteran Owned Small Businesses (VOSB) and Service Disabled Veteran Owned Businesses (SDVOB). Proposers claiming VOSB, SDVOSB, and/or DBE certification should include SBA/VA documentation verifying their status.

Questions regarding this project should be directed to: Kathleen Bednarek, Grants Coordinator (kbednarek@lctabus.com) and Lou Uritz, Director of Procurement (luritz@lctabus.com); questions regarding (DBE), (VA), (VOSB) and (SDVOB) participation should be directed to Frank Knorek, DBE Liaison and Compliance Analyst (fknorek@lctabus.com).

Proposals to:
Luzerne County Transportation Authority
Attn: Lou Uritz, Director of Procurement, RFP 18-19-001-B
315 Northampton Street
Kingston, PA 18704
Telephone: (570) 288-9356 x210
Facsimile: (570) 288-7327

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PART 1: INSTRUCTIONS TO PROPOSERS

1.01 PROPOSAL NOTICE

LCTA is seeking proposals for the production of 750 (approx.) bus stop signs with vinyl numbers . Proposers also have the option to submit a proposal for bus stop sign installation services, whether in conjunction with a bid for sign fabrication or as a stand-alone proposal.

Spiral bound proposals in triplicate (3 copies) will be received by the Luzerne County Transportation Authority (LCTA), Kingston, Pennsylvania until 12:00 p.m. prevailing time on Wednesday February 5, 2020, along with one electronic copy (optional), submitted via a CD or USB, of the original proposal and its supporting materials. There will be no public bid opening, all bids will be secured for BEC (Bid Evaluation Committee) review . Note: Any attachments of backup material will only require a single copy.

Detailed specifications, proposal forms may be obtained free of charge from Lou Uritz LCTA Director of Procurement (luritz@lctabus.com), at the offices of LCTA, located at 315 Northampton Street, Kingston, Pennsylvania 18704, before the above stated time and date or by telephoning (570) 288-9356 x210.

All proposals shall be subject to all applicable state and federal laws, subject to approval of a financial assistance contract between LCTA and the U.S. Department of Transportation, and in compliance with all applicable Equal Employment Opportunity laws and regulations.

LCTA reserves the right to postpone, accept, or reject any and all proposals, in whole or in part. All bidders must certify that they are not on Federal and/or State list(s) of ineligible/debarred bidders. All proposals must remain in effect for ninety (90) days from the date of proposal opening.

By order of the Luzerne County Transportation Authority

Lou Uritz
Procurement Director
315 Northampton St.
Kingston, PA. 18704
(570) 287-2148 x210
luritz@lctabus.com



1.02 INTENT OF REQUEST FOR PROPOSALS (RFP)

It is the intent of the Request for Proposals (RFP) to require the proposer to deliver the product(s) of the type pre-ready for operation.

The technical specifications found in Part 2 of this RFP indicate MINIMUM requirements unless otherwise indicated.

The price quoted by the proposer shall include in terms of labor, materials, tools, products and other costs necessary to fully complete the manufacture and delivery of the signs or the provision of installation services pursuant to the RFP.

No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written approval of the purchaser.

1.03 ACCEPTANCE OF PROPOSALS

The purchaser reserves the right to accept any proposal or to reject any and all proposals on such basis as purchaser deems to be in its best interest.

1.04 CONTRACTURAL OBLIGATION OF PROPOSER

Each proposal by the bidder shall be submitted with the understanding that within ninety (90) days of bid opening the acceptance in writing, by the purchaser of the offer to furnish the product therein shall constitute a contract between the bidder and the purchaser which shall bind the bidder to furnish and deliver at their price in accordance with the conditions of said accepted proposal. Unless extended by the bidder, in writing prior to the expiration of the ninety (90) day period, the bid expires and no award may be made thereunder.

1.05 CLARIFICATIONS, EXCEPTIONS, AND APPROVED EQUALS, AND PROTESTS

Prospective proposers are encouraged to submit substantive questions, comments, and concerns. No interpretation of the meaning of the specifications or other contract documents will be made to the bidders orally. Every request for such interpretation, clarification, or approved equal shall be in writing and addressed to Lou Uritz Director of Procurement.

A minimum of fourteen (14) days before the proposal opening, all potential bidders may request the purchaser to give clarification, exceptions, or approved equals for portions of the specification. Written notice of any changes or approved equals allowed will be mailed no less than ten (10) days prior to bid opening to all potential bidders. The bidder must comply with all

specified items or his bid will be considered nonresponsive. No exceptions to the specification will be allowed after the bid opening. Any protests that may arise prior to or following the bid opening shall be filed in accordance with the "Protest Procedures" (see part 2.08).

1.06 DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by LCTA, who shall reduce its decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of LCTA shall be final and conclusive, subject only to review by a court of competent jurisdiction. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with LCTA's decision.

1.07 SUMMARY OF ITEMS TO BE SUPPLIED WITH PROPOSAL

The following items are to be furnished by the proposer as part of its proposal. Failure to submit any of these items may lead to disqualification of the bid.

(a) Bid proposal Pricing Form, as well as all certification attachments and additional explanations as necessary.

(b) Description of product, including manufacturer's model name and/or number.

(c) Description of the warranties the proposer proposes to furnish. (See Section 3.22 for minimum warranty requirements)

(d) Description of proposers experience in the production of bus stops signs; and/or the installation of bus stop signage, if submitting a proposal for optional installation services.

(e) References from three former/current clients, for whom similar work was performed.

1.08 Schedule and Checklist

December 9, 2019	Request for proposals released
January 06, 2020	Written questions from proposers due by 2:00 PM prevailing time
January 13, 2020	Responses to questions provided
February 05, 2020	All proposals due by 12:00 PM prevailing time
February 06, 2020	Evaluation Committee meets
February 12-14, 2020	Interviews (if necessary)
February 25, 2020	Anticipated contract award by Board of Directors
February 27, 2020	Anticipated issuance of Notice to Proceed

1.09 Proposers Checklist

In order to facilitate the submission of complete proposals, Proposers should consider the following items in preparation of their submissions:

- Request for proposals received and thoroughly read.
- Questions concerning the solicitation documents and project in general submitted to LCTA by 2:00 PM prevailing time on January 06, 2020.
- Proposal prepared including the following elements:
 - Description of product, including manufacturer's model name and/or number.
 - Description of the warranties the proposer proposes to furnish.
 - Description of proposers experience in the production of bus stops signs and the installation of bus stop signage (if submitting a proposal for optional installation services).
 - References from three former/current clients for whom similar work was performed
 - Pricing Form
 - Buy America Certificate
 - Eligible Bidder Certification
 - Non-Collusion Statement
 - Documentation of VOSB, SDVOSB, and/or DBE certification (If Applicable)

- One electronic copy (not mandatory) (USB or CD only) and three (3) spiral bound copies of the proposal, along with a single copy of any supporting materials, submitted by February 5, 2020.

PART 2: SPECIFICATIONS

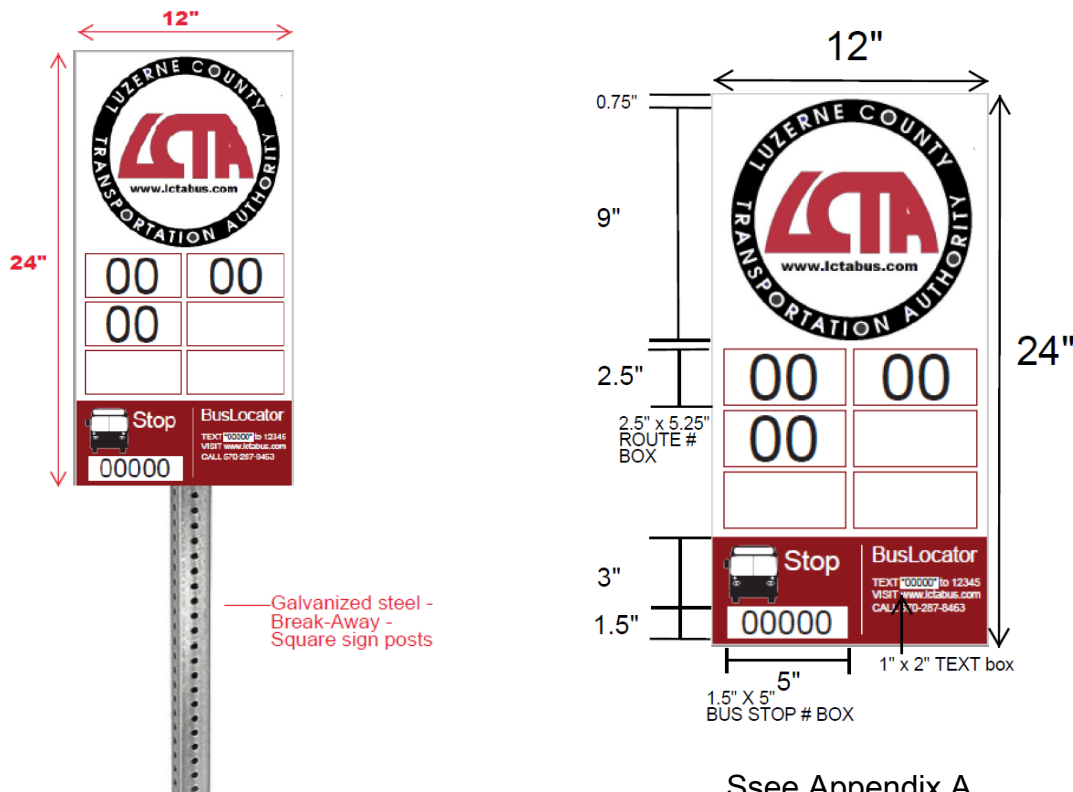
The Luzerne County Transportation Authority (LCTA) is seeking proposals for the production of 750 (approx.) bus stop signs with numbers. Proposers have an additional option to submit only a proposal for bus stop sign installation services as described below.

Proposers should use the attached pricing form to provide the requested information. Proposals will be scored based on price per sign and production quality based on the proposed materials and expected product life.

2.01 GRAPHICS SPECIFICATIONS

Please see attached schematic of required bus stop sign graphics in Appendix A. LCTA logo will be provided in electronic format to awarded proposer for purposes of sign production. Proposers should provide a price per sign for the 12" x 24" sign shown in the schematic. The 12" x 24" sign would follow the graphic layout as shown. Holes should be placed to allow for mounting directly to square posts, as shown below.

Top hole is 3/8" in diameter, centered from left to right and approx. 2" from top edges to center of hole. Bottom hole is 3/8" in diameter, centered from left to right and approx. 2" from bottom edges to center. Note: holes shall be placed/drilled so as not to negatively affect the printed graphic images



2.02 MATERIALS SPECIFICATIONS

The sign blank should be: .080 aluminum with engineer grade prismatic reflective with small radius corners (MUTCD spec 1.5 inch) for safety, and print with translucent ink to match PMS (Pantone) number.

Type can be Arial, numbers should be cad cut out of 7-9 year cast black vinyl with clear transfer tape for easy positioning and cut to fit area on sign and packed individually by number and size.

Posts must be to PennDOT specs. (please see **Appendix B** to determine proper square post dimensions, anchor post, sleeve, splice, installation and hardware (nuts, bolts, splice kits...etc.).

(IMPORTANT): Ref. 2.04,A,13 OPTIONAL SIGNAGE AND SQUARE POST INSTALLATION (below)

2.03 PRODUCT LIFE

Please indicate the product life of the proposed sign in terms of color fading and deterioration. Please describe any features of the proposed sign that would extend the useful life of the sign. If these features would be optional additional features to the base price quoted, please indicate the added cost per sign.

2.04 OPTIONAL SIGNAGE AND SQUARE POST INSTALLATION

Proposers have the option to submit a proposal for bus stop signage installation services. To respond, proposers should submit pricing for the following installation scenarios which may be located at sites throughout Luzerne County, Pennsylvania and in Lackawanna County, Pennsylvania:

A. Signage and post installation and replacement scenarios:

(GENERAL INFORMATION FOR ALL SCENARIOS, SEE PRICING FORM (page 23) FOR QUOTE SPECIFIC SCENARIOS)

1. Removing existing bus stop sign, while leaving the post/channel and breakaway in place, and installing new sign on the existing post/channel.
2. Installing new breakaway and post in concrete/asphalt and installing new sign on new post.
3. Installing new breakaway and post in grass/dirt/gravel and installing new sign on new post.
4. Installing new sign on an existing post/channel.
5. Installing new sign on a utility pole.
6. Installing new sign on a pedestrian light pole or other metal pole using brackets.
7. Replacing damaged breakaway in concrete/asphalt, reinstalling existing upper post/channel and reinstalling bus stop sign.
8. Removing existing bus stop sign only from current post/channel or utility pole.
9. Removing existing bus stop sign and accompanying breakaway and post from grass/dirt/gravel.
10. Removing existing bus stop sign, breakaway, and post from concrete/asphalt and patching concrete as necessary to ensure an even surface in place of the breakaway.
11. Applying a vinyl route numbers and stop code decals to bus stop signs in the field.
12. Please note, successful awardee will be responsible for the removal and disposal of all existing old signs and unusable posts; including all previous bus stop locations no longer used and not being updated.
13. Installation: contractor will provide all breakaway posts, parts and appropriate hardware and be in compliance with all FHWA (Federal Highway Admin.) & PennDot (Pennsylvania Dept. of Transp.) approved signage rules, regulations and policies, as specified in FHWA & PennDOT publication(s) and guidelines: (see Appendix B)
14. Every sign shall be inspected after installation by the contractor for completeness and compliance to regulations as cited in #13 of this section

- B. Please indicate any cost differential for the location of the work order.
- C. Signage and square post installation and replacement work after official award of contract and confirmation to proceed; **please provide estimated work schedule and time for completion based on RFP specifications and installation details provided within. (see Section 2.04_A and Appendices B-E)**

PART 3: GENERAL CONDITIONS AND PROVISIONS

PLEASE NOTE THIS RFP IS FOR SIGN INSTALLATION & RELATED MATERIALS ONLY

3.01 THE CONTRACT DOCUMENTS

The Purchase Agreement, Specifications, General Information to Bidders, General Conditions and Provisions, Bid Proposal Forms, Appendices and all attachments and addendums to this contract specification package with all notes and changes made thereon before signing of the Agreement are the Document forming the Contract.

3.02 FINANCIAL ASSISTANCE GRANT

The labor and materials described in these specifications are to be purchased with the assistance of a grant from the Federal Government under the Fixing America's Surface Transportation, or "FAST" Act of 2015. The successful bidder and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States of America and the purchaser. This grant/contract is available for examination by prospective bidders at the LCTA offices, 315 Northampton St, Kingston, PA 18704.

3.03 APPROVAL OF U.S. DEPARTMENT OF TRANSPORTATION

Where required, the award of a contract will be subject to the concurrence of the United States Department of Transportation (U.S. DOT).

3.04 FEDERAL REGULATIONS

The contract between the purchaser and the successful bidder shall contain the following provisions.

- A. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed, and the employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising,

layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

- B. Prohibited Interest. No member, officer, or employee of the Authority, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- C. Interest of Members or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or receive any benefit arising there from.
- D. Minority Business Enterprise / Veteran Owned Business. This Authority solicits and encourages minority business enterprise participation. Bidders will be responsible to comply with the requirements of Section 105 () of the Surface Transportation Act of 1982. Certification of compliance is set forth in Part 4.04 of these specifications. LCTA solicits and encourages participation of Veteran's Administration (VA) certified Veteran Owned Small Businesses (VOSB) and Service Disabled Veteran Owned Businesses (SDVOB). No percentage goal is set for this contract. However, it should be noted that a "good faith effort" will be made to involve certified DBE's, or VA certified VOSB's or SDVOB's in any contract/subcontract work that is part of the scope set forth in this request for proposals.
- E. Proposed Change. Any proposed change in this contract shall be submitted to the appropriate public body for its prior approval.
- F. General
 - 1. It is required that the attached non-collusion affidavit shall be executed and delivered with the bid.
 - 2. Bidders must certify that they are not on Federal and/or State list(s) of ineligible/debarred bidders.
 - 3. The bidder shall comply with all applicable Federal, State and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense.
 - 4. Sealed bid proposals shall be submitted in envelopes clearly marked "Proposal for Bus Stop Signage Production and Optional Installation Services" and must be received at the office of the Authority prior to the scheduled time of the proposals opening. Proposals received after the scheduled proposals opening time will not be considered.

G. Title VI of the Civil Rights Act of 1964. During the performance of this contract, LCTA, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of product. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and product. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of products, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LCTA or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required or a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to LCTA or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of contractor noncompliance with the nondiscrimination provisions of this contract, LCTA shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate including, but not limited to:
 - i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of products, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient of the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request LCTA to enter into such litigation to protect the interest of the United States.

3.05 AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the authorized representatives of LCTA, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three (3) years after final payment under this contract. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that LCTA, the Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontractor. The term "subcontractor" as used in this clause excludes (i) purchase orders not exceeding \$10,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The periods of access and examination described above, for records which relate to (i) appeals, (ii) litigation of the settlement of claims arising out of the performance of this contract, or (iii) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

3.06 TERMINATION OF CONTRACT

- A. The contractor shall have completed all services specified by this contract and this contract shall expire upon the expiration of the term specified for the sign fabrication contract and/or the Signage and Post Installation contract.
 - a. If all 750 signs are requested in a single purchase order, then the sign fabrication contract shall expire thirty (30) days after the notice to proceed is issued. In the event that all services have not been completed by that date and mutual written consent of the two parties for extension of this contract is not obtainable, then the procedures specified in paragraph (c) of this section shall apply. If all 750 signs are not ordered in the initial purchase order than this contract shall expire after a period of one (1) year(s), or once all 750 signs are ordered, whichever of the two occurs first.
 - b. The Signage and Post Installation contract shall expire after a period of one (1) year(s), unless otherwise terminated prematurely due to a failure to perform or extended upon mutual written agreement. (See 3.06 B and C)

- B. This contract may be extended or terminated prior to the expiration of the contract period by written agreement of the two parties of the contract. Up to two (2) optional one-year extensions of the contracts shall be permitted, by mutual written agreement.

- C. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Authority shall thereupon have the right to terminate this contract by giving written notice to the contractor of such determination to terminate, the reason(s) for such termination and the effective date thereof. Upon receipt of such written notice, no additional costs incurred in the project shall be accepted. In such event, the contractor shall have a ten-day period in which to cure or show cause for breach. If the contractor does not make a positive effort to cure, LCTA will terminate for default. No agreement by the parties is required before LCTA terminates the contract. In such event, all work completed by the contractor under this contract, shall be provided to LCTA for review and the contractor shall be entitled to just and equitable compensation for any satisfactory work completed.

3.07 BUY AMERICAN

This procurement is subject to the Federal Transit Administration Buy American Requirements as specified in Section 327 of the Surface Transportation and Uniform Relocation Assistance Act of 1987 and the regulations in 49 CFR §661.

A Buy American Certificate must be completed and submitted with the bid. A proposal which does not include the certificate will be considered nonresponsive.

A waiver from the Buy American Provision may be sought by LCTA if grounds for the waiver exist.

3.08 PROTEST AND APPEAL PROCEDURES

- A. The Luzerne County Transportation Authority reserves the right to postpone bid opening for its own convenience and to reject any or all bids.
- B. Changes to the specifications will be made by addendum.
- C. Prime contractors and subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written documented requests received by paragraph D below.
- D. Requests for approved equal, clarifications of specifications, and protests of specifications must be received by the Luzerne County Transportation Authority in writing at least fourteen (14) calendar days prior to bid opening. Any request for an approved equal or protest

of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

- E. The Luzerne County Transportation Authority's replies to requests under Paragraph D above will be postmarked no later than ten (10) calendar days prior to the bid opening.
- F. Protests from the decision of LCTA with regard to the specifications by a prime contractor or an adversely affected subcontractor must be submitted in writing and received by LCTA at least five (5) calendar days prior to bid opening. Protests shall contain a statement of the grounds for the protest and complete supporting documentation. The grounds for protest shall be fully supported to the extent feasible. Additional materials in support of an initial protest will be permitted at the sole discretion of LCTA.
- G. Failure of a protestor to comply with the time limits stated in this section (Protest Procedures) will result in dismissal of the protest by LCTA. There shall be no protests of the specifications after bid opening.
- H. With regard to LCTA Board of Directors actions after bid opening, bidder may protest said action. Protests are to be filed with LCTA in writing no later than five (5) days after the action taken by the LCTA Board of Directors.
- I. Appeals from decisions of LCTA by a prime contractor or an adversely affected subcontractor may be submitted to FTA. FTA procedures for the filing of protests may be found in FTA Circular C4220.1F, Chapter VII.

3.09 DEFINITION OF TERMS

The terms "contractor, bidder, proposer, supplier, etc." used in this specification means the concern of its duly authorized representatives accepting the order to furnish and deliver labor and material covered by this specification.

The term "LCTA or purchaser" used in this specification means the Luzerne County Transportation Authority or its duly authorized representative having to do with the purchase, inspection, testing, accepting or rejecting of the product called for in this specification.

3.10 COMPETITION

The technical portion of this specification is based upon accurate descriptions of the work to be performed and is not intended to contain features that unduly restrict competition.

3.11 OMISSIONS IN SPECIFICATIONS

No advantage shall be taken by the bidder in the omission of any part or detail which goes to make the signage complete even though such part or detail is not named in the specification.

3.12 CONDITIONAL PROPOSALS

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

3.13 PROPOSAL FORMS

Bids should be submitted on the forms provided and in the manner described. Bids submitted in any other form may be considered non-responsive and may be rejected.

Additional information, if needed, may be submitted on separate sheets with signature of official representative/officer of the company.

3.14 INDEMNIFICATION

During the term of this agreement the contractor hereby expressly agrees and covenants that it will defend, hold and save harmless and indemnify the officers, agents, servants, and employees of LCTA and members of the Board of LCTA from liability of any nature of kind, in connection with the work to be performed hereunder, arising out of any act or omission of the contractor, or of any employee or agents of the contractor, or any person or firm associated with the contractor including any person, firm or corporation having the status of an independent contractor, or engaged by the contractor, to perform any work required by or in connection with the work required by this agreement.

The approval by LCTA of the methods of doing the work or delivering the product or the failure of LCTA to call attention to improper or inadequate methods or to require a change in methods or to direct the contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the contractor in case of any such injury to persons or damage to property.

3.15 SINGLE BIDDER

In the event a single proposal/bid is received, LCTA will conduct a price and/or cost analysis of the bid and determine technical compliance of the accompanying proposal.

A price analysis is the process of examining the bid and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for LCTA to conduct a cost analysis of the bid price.

The price or cost analysis shall be made by competent and experienced auditors or price analysts; an engineer's estimate or comparison of the prices involved is insufficient.

3.16 ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the prior written consent of LCTA.

3.17 APPLICABLE LAW & VENUE

The work done by the contractor in response to these specifications shall be in complete compliance with all applicable Federal, State and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Luzerne and/or Lackawanna Counties, Pennsylvania.

In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the further event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Pennsylvania or the United States of America, located in the State of Pennsylvania, County of Luzerne.

3.18 PRE-AWARD AND ON-LINE INSPECTIONS

A. Pre-award Inspections

The purchaser reserves the right to perform a pre-award inspection of any bidder. The purpose of the evaluation will be to assure that the bidder:

1. Has in operation, or has the capability to have in operation, a manufacturing location adequate to assure delivery of all products within the time specified under this contract.
2. Has adequate engineering and service personnel, to satisfy any engineering or service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
4. Has adequate quality control to assure that workmanship will comply with the specifications.

B. On-Line Inspections

The purchaser and/or other assigned agent of the purchaser reserves the right to inspect any item of product produced by any manufacturer and intended for delivery to the purchaser under this contract. The inspection may be performed during any time during this contract. The vendor and/or manufacturer shall give all needed assistance to the purchaser in the performance of this inspection. The inspection, if made, shall be for the purpose of assuring that the product meets or exceeds the specification. Any deficiencies identified must be rectified by the supplier.

3.19 DELIVERY

Delivery of the product is to be completed no later than thirty (30) calendar days after receipt of orders to be placed by the purchaser over the contract term. Note that this is a minimum specification and proposers will be rated on delivery times.

Within ten (10) days after delivery, the purchaser will inspect the product to determine if it is in an acceptable operating condition. The purchaser will notify the bidder, in writing, within fifteen (15) days after delivery if the product has or has not been "accepted." Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance postmarked within fifteen (15) days after delivery shall be deemed to constitute acceptance. A letter of conditional acceptance or a letter of non-acceptance will furnish details of the deficiencies. The bidder shall promptly correct all defects and resubmit the product for acceptance. The purchaser shall not be required to furnish space, labor or material to perform the bidder's responsibilities so as to permit acceptance of product in compliance with this RFP. The purchaser will accept or reject the resubmitted product within fifteen (15) days from the date of re-submittal.

In the event the bidder fails to comply with the written order of the purchaser to complete and/or repair the product prior to acceptance and purchaser finds it necessary to perform any work which should have been done by the bidder within the intent of this RFP, the purchaser will be reimbursed for all costs incidental thereto, including material, labor and overhead.

3.20 TERMS OF PAYMENT **(Note: please see Appendix G for payment information related to DBE's)**

Contracts resulting from this bid shall be subject to a financial assistance contract between the purchaser and the Commonwealth of Pennsylvania and the U.S. Department of Transportation (if applicable). Payment by the Luzerne County Transportation Authority will be made within thirty (30) days of receipt of an approved invoice.

If the product is not found to be totally acceptable and can be conditionally accepted, ten (10) percent of the payment will be withheld until all items are corrected. All items must be corrected within fourteen (14) days or the bidder will forfeit the ten (10) percent withholding or the actual costs of repair by the purchaser, whichever is less.

If the product is totally unacceptable, no payment will be made until deficiencies are corrected. If the deficiencies cannot be corrected on the purchaser's property, the bidder must remove the product at his expense.

Delivery and acceptance of the product shall not release the bidder from liability for—and repair of—faulty workmanship or materials found after final payment has been made.

3.21 WARRANTIES

The bidder shall warrant that all product(s) will conform to the published specifications and will be free from defects in material, workmanship, and title. The product must be of first quality and the workmanship must be the best attainable. All materials furnished shall be subject to testing to assure compliance with contractual specifications. The warranty period shall be a minimum twelve (12) months from date of acceptance to the purchaser and shall cover all parts and labor for the twelve (12) month period, or the greater period specified.

If it appears that within twelve (12) months—or the greater period specified by the proposer—from date of acceptance that any materials fail to meet the warranty specified above, and the purchaser notifies the supplier promptly, the supplier shall thereupon correct any defect, including non-conformance with the specifications or bid award terms, whichever is applicable, and at their option and expense, either repair or replace any defective materials or parts.

3.22 REPLACEMENT PARTS AND SERVICES

Each bidder shall state within his bid the location of the nearest parts warehouse and the name, address and qualifications of the nearest individual or company which services the product under warranty. The bidder shall give his best estimate of the time that will be required to deliver most replacement parts and/or provide repairs and service required due to failure or defects as noted in 3.21 above. Each bidder must guarantee in his bid that replacement parts will be available for the above warranty period.

3.23 PROPOSAL FAMILIARITY

Each proposer shall thoroughly examine and be familiar with all the contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. Where specific name brand materials and product is not called for, they must be equal to or better than original product. The submission of a proposal shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the contract documents and specifications in every detail.

3.24 SEVERABILITY

Should any provision of this Agreement in whole or in part be or become invalid, impracticable, or unenforceable, the validity of the other provisions shall not be affected thereby. In such a case, the invalid, impracticable, or unenforceable provision shall be deemed to be replaced by a provision which, to the extent admissible according to the applicable laws, comes closest to the purpose of the invalid, impracticable, or unenforceable provision.

PLEASE NOTE THIS RFP IS FOR SIGN INSTALLATION & RELATED MATERIALS ONLY

**Luzerne County Transportation Authority
Request for Proposals RFP 18-19-001-B
Bus Stop Sign Installation Services
PRICING FORM (page 1 of 2)**

SIGN REPLACEMENT INSTALL CODES (SEE WORKSHEET COLUMN K)	PRICE \$
CODE 2 Installing new breakaway and post in concrete/asphalt and installing new sign on new post.	
CODE 3 Installing new breakaway and post in grass/dirt/gravel and installing new sign on new post.	
CODE 4 Installing new sign on an existing post/channel.	
CODE 5 Installing new sign on a utility pole.	
CODE 6 Installing new sign on a pedestrian light pole or other metal pole using brackets.	
CODE SPECIFIC REMOVAL AND REPLACEMENT SCENARIOS	
Replacing damaged breakaway in concrete/asphalt, reinstalling existing upper post/channel and reinstalling bus stop sign (CODE 2)	
Removing existing bus stop sign, breakaway, and post from concrete/asphalt and patching concrete as necessary to ensure an even surface in place of the breakaway (CODE 2)	
Removing existing bus stop sign and accompanying breakaway and post from grass/dirt/gravel (CODE 3)	
Removing existing bus stop sign, while leaving the post/channel and breakaway in place, and installing new sign on the existing post/channel (CODE 4)	
Removing existing bus stop sign only from current post/channel or utility pole (CODE(S) 4, 5, 6)	
MANDATORY COMPONENTS OF ALL REPLACEMENTS, NEW INSTALLS AND REMOVAL OF OLD SIGNAGE	
Applying a vinyl route numbers and stop code decals to bus stop signs in the field (ALL CODES)	
Please note, successful awardee will be responsible for the removal and disposal of all existing old signs and unusable posts; including all previous bus stop locations no longer used and not being updated (APPLIES TO ALL OLD LOCATIONS NOT SUBJECT TO NEW INSTALL OR REPLACEMENT)	
Contractor will provide all breakaway posts, parts and appropriate hardware and be in compliance with all FHWA (Federal Highway Admin.) & PennDot (Pennsylvania Dept. of Transp.) approved signage rules, regulations and policies, as specified in FHWA & PennDOT publication(s) and guidelines: (see Appendix B) APPLIES TO ALL REPLACEMENT AND NEW INSTALLATION LOCATIONS	
TOTAL BID AMOUNT FOR INSTALLATION:	

Firm Name	
Address	

Signature of Authorized Official _____
 Name _____ Title _____

BUY AMERICA CERTIFICATE

The bidder, _____ hereby certifies that it will comply with the requirements of Section 165(b)3 of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR §661

Date _____

Signature _____

Title _____

OR

The bidder, _____ hereby certifies that it cannot comply with the requirements of Section 165(b) 3 of the Surface Transportation Act of 1982, as amended, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR §661.7.

Date _____

Signature _____

Title _____

ELIGIBLE BIDDER CERTIFICATION

I hereby affirm that the undersigned firm or individual is not listed on the Comptroller General's list of Ineligible Bidders/Contractors.

Date _____

Name of Firm _____

Name of Officer of Firm _____

Signature of Officer _____

NON-COLLUSION STATEMENT
Luzerne County Transportation Authority
315 Northampton St.
Kingston, PA 18704

TO: LCTA, Kingston, Pennsylvania

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, products and/or supplies are to be used, agrees to furnish all labor, materials, tools, products and services to furnish the requirements called for in the request for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and the Undersigned has not directly induced or solicited any Requester to submit a sham proposal or any other person, firm, or corporation from proposing, and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any bidder.

Company Name _____

Address _____

Signature _____

Title _____

Telephone _____

TRADING AND DOING BUSINESS AS (CHECK ONE)

() Individual () Partnership () Corporation

(SEAL)

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

Affidavit of Disadvantaged Business Enterprise
Luzerne County Transportation Authority
315 Norhtampton St.
Kingston, PA 18704

I HEREBY DECLARE AND AFFIRM that I am the _____ and the duly authorized representative of (the firm of) _____ doing business at _____ (include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since _____, 20__ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the Luzerne County Transportation Authority to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: _____
DATE: _____

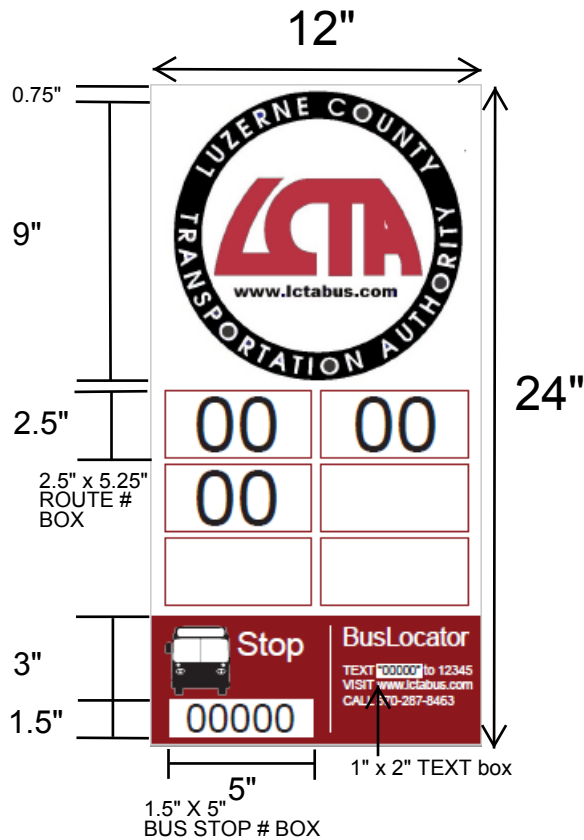
On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)
My Commission Expires _____ (SEAL)
STATE OF: _____
COUNTY/CITY OF: _____

APPENDIX A

Appendix A - LCTA BUS SIGN SCHEMATICS



The sign blank should be: .080 aluminum with engineer grade prismatic reflective with small radius corners approximate 1/4" to 1/2" for safety, and print with translucent ink to match PMS (Pantone) number.

- Maroon color: PMS# 222C

Type can be Arial, numbers should be cad cut out of 7-9 year cast black vinyl with clear transfer tape for easy positioning and cut to fit area on sign and packed individually by number and size.

Additional information:

- 3/8" hole
- Centered left to right
- Approx. 2" from top edge
- Approx. 2" from bottom edge

Note: holes shall be placed/drilled so as not to negatively affect the printed graphic images

APPENDIX B

Appendix B - LCTA BUS SIGN INSTALLATION FEDERAL & STATE COMPLIANCE

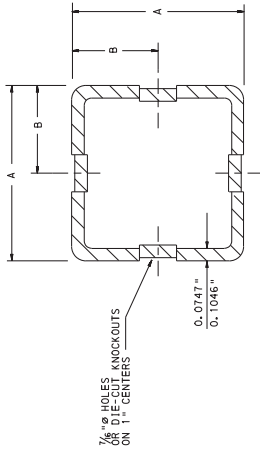
(Ref. 2.04,A,13 OPTIONAL SIGNAGE AND SQUARE POST INSTALLATION pg.9)

Installation: contractor will provide all breakaway posts, parts and appropriate hardware and be in compliance with all FHWA (Federal Highway Admin.) & PennDot (Pennsylvania Dept. of Transp.) approved signage regulations, as specified in FHWA & PennDOT publication(s) and guidelines:

- Manual on Uniform Traffic Control Devices (MUTCD) <https://mutcd.fhwa.dot.gov/>
- Traffic Control - Pavement Marking and Signing Standards (Publication 111) <https://www.dot.state.pa.us/public/PubsForms/Publications/PUB%20111.pdf>
- Handbook of Approved Signs (Publication 236) [https://www.dot.state.pa.us/public/pubsforms/Publications/PUB%20236M/Sign%20Index%20for%20Change%201%202011-13%20\(nomenclature\).pdf](https://www.dot.state.pa.us/public/pubsforms/Publications/PUB%20236M/Sign%20Index%20for%20Change%201%202011-13%20(nomenclature).pdf)
- Traffic Engineering Manual (Publication 46) <http://www.dot.state.pa.us/public/PubsForms/Publications/PUB%2046.pdf>
- PennDOT Specifications (Publication 408) <https://www.penndot.gov/ProjectAndPrograms/Construction/Pages/ConstructionSpecifications.aspx>



APPENDIX B (continued)

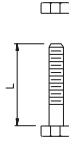


SIGN POST SIZE	ANCHOR POST		ANCHOR SLEEVE *		SPLICE SLEEVE	
	THICK.	SIZE	THICK.	SIZE	THICK.	SIZE
1.75"	0.875	0.0747"	2.00"	2.25"	1.125	0.1046"
2.00"	1.000	0.0747"	2.25"	2.50"	1.250	0.1046"
2.25"	1.125	0.0747"	2.50"	2.75"	1.375	0.1046"

* ONLY REQUIRED FOR INSTALLATIONS IN CONCRETE.

SQUARE STEEL POSTS SYSTEM A

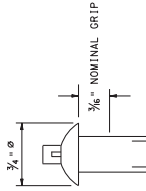
0.1046" AND 0.0747" - 60 KSI



SIGN POST DIMENSION (INCHES)	ANCHOR BOLTS & NUTS DIMENSION (INCHES)
1.75	3.0
2.00	3.5
2.25	3.5

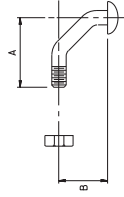
3/8" - 16 UNC ANCHOR BOLTS & NUTS

CADMIUM PLATED STEEL, ZINC PLATED STEEL OR ALUMINUM



3/8" DRIVE RIVET

CADMIUM PLATED STEEL, ZINC PLATED STEEL OR ALUMINUM



SIGN POST DIMENSION (INCHES)	5/16" - 18 UNC CORNER BOLTS & NUTS DIMENSION (INCHES)	
	A	B
1.75	1.343	0.969
2.00	1.562	1.188
2.25	1.562	1.188

5/16" - 18 UNC CORNER BOLTS & NUTS

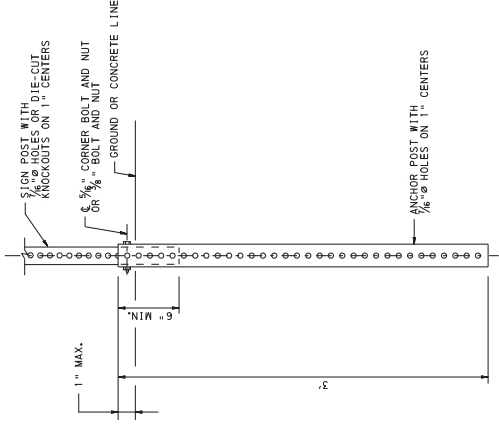
CADMIUM PLATED STEEL, ZINC PLATED STEEL OR ALUMINUM

INSTALLATION INSTRUCTIONS:

1. DETERMINE THE PROPER SIZE AND NUMBER OF SIGN POSTS FROM THE APPROPRIATE GRAPH ON SHEET 2.
2. PUNCH OUT APPROPRIATE KNOCKOUTS AND ATTACH THE SIGN SQUARE STEEL POSTS TO THE ANCHOR POST FROM THE SQUARE STEEL POSTS TABLE ON THIS SHEET.
3. DETERMINE THE PROPER SIZE ANCHOR POST FROM THE SQUARE STEEL POSTS TABLE ON THIS SHEET.
4. DRIVE THE ANCHOR POST INTO THE GROUND, USING THE APPROPRIATE SIZE DRIVE CAP, UNTIL ONLY ONE HOLE REMAINS ABOVE THE GROUND OR FINISHED ELEVATION OF THE CONCRETE.
5. PUNCH OUT THE SIXTH KNOCKOUTS FROM THE BOTTOM OF THE SIGN POST.
6. SLIDE A MINIMUM OF 6" OF THE SIGN POST INTO THE ANCHOR POST.
7. ATTACH THE SIGN POST TO THE ANCHOR POST WITH ONE BOLT AND NUT THROUGH THE TOP HOLE OF THE ANCHOR POST.
8. TIGHTEN THE BOLT AND NUT BY THE TURN-OF-NUT METHOD. BRING NUT TO A SNUG CONDITION TO ENSURE THAT ALL PARTS ARE BROUGHT TOGETHER INTO FULL CONTACT WITH EACH OTHER, THEN TIGHTEN AN ADDITIONAL 1/2 TURN.

INSTALLATION IN CONCRETE:

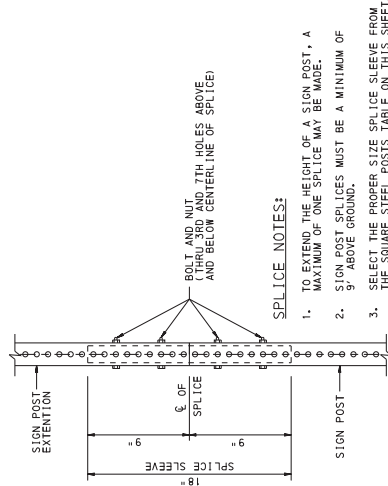
INSTALL AS NOTED ABOVE, BUT PLACE A 18" LONG ANCHOR SLEEVE OUTSIDE THE ANCHOR POST SO THAT THE TOPS OF THE SLEEVE AND ANCHOR POST ARE AT THE SAME ELEVATION. SEE THE SQUARE STEEL POSTS TABLE ON THIS SHEET.



INSTALLATION DETAIL

NOTES:

1. MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH FIG. 408.
2. SIGN POSTS AND SPLICE SLEEVES SHALL HAVE 7/8" DIAMETER ANCHOR HOLES ON 1" CENTERS. ANCHOR BOLTS AND NUTS SHALL HAVE 3/8" DIAMETER HOLES ON 1" CENTERS ON ALL FOUR SIDES.
3. BOLTS AND NUTS SHALL BE ASTM A 307, GRADE B.
4. DRIVE RIVETS MAY BE USED TO FASTEN SIGN BLANKS TO THE SIGN POST.



SPLICE DETAIL

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE AND OPERATIONS

POST-MOUNTED SIGNS,
TYPE B

STEEL SQUARE POSTS (SYSTEM A)
ERECTION DETAILS

RECOMMENDED JUN. 13, 2013 SHT. 1 OF 9
CHIEF, TRAFFIC ENGINEERING AND PERMITS SECTION
CHIEF, HIGHWAY SAFETY AND TRAFFIC OPERATIONS DIVISION

TC-8702B

APPENDIX C

APPENDIX C - LCTA BUS STOPS - LOCATIONS & PROPOSED STOP TYPE

A detailed excel spreadsheet is available upon request or online at:

<https://lctabus.com/docs/2019/RFP1819001-BusStopSignsLocations.xlsx>

The spreadsheet lists:

- Street names(s)
- Locations (longitude/latitude)
- Replacement Area Notes: Approx. block location. Note directional for side of road guidance (Location)
- Sign replacement stop codes
- Number of signs recommended
- Number of signs for removal (specific to LCTA routes)

All sign replacements are coded-- see worksheet column K

Number of signs needed is in column G

The coordinates provide general location guidance, while the address detail field refines bus stop locations into down-to-the-block instruction. Please note route direction whether Inbound or Outbound as this may change route labeling. In cases where it was possible, the actual address of the stop is listed. Contractor should use Google Maps to search and input locations for accuracy (Google Maps was used by LCTA for address mapping).

Material needs can also be gathered from the worksheet—the number of stickers, signs and hardware needs. Installation codes can be cross referenced by contractors for initial cost estimates.

Contractors will need to remove any signage that may be along a route that is not listed for replacement. The estimated number of signs to be removed is on the right hand side of the spreadsheet.

Google directions for signage: https://drive.google.com/open?id=1iiFHy0RRf8UH7Ez_7-qY_Ir1V42BGdKx&usp=sharing

LCTA Stops Split 2018 map link: <https://arcg.is/0fTO9f>

Additional RFP Notes:

Even if not replacing a sign, all signs at an intersection need to be removed-both inbound and outbound.

Need to call 811 before digging for every new pole install

Intersections may contain two stops both inbound and outbound and not necessarily on same street such as in the case of cross street locations

Use Coordinates for general guidance. Use detail section for further information.

At request of city zoning officials--in Pittston city install new breakaways and °±-↔ in concrete (code 2). Concrete must match existing concrete.

Appendix D

Appendix D – Number of Signs per Code

Breakdown:

70 sign locations Code 2: Installing new breakaway and post in concrete/asphalt and installing new sign on new square post

319 sign locations Code 3: Installing new breakaway and post in grass/dirt/gravel and installing new sign on new post

114 sign locations Code 4: Installing new sign on an existing post

178 sign locations Code 5: Installing new sign on a utility pole

36 sign locations Code 6: Installing new sign on a pedestrian light pole or other metal pole using brackets

23 sign locations are Code NA: Locations marked as NA are signage only. NA signage will be delivered to private property by LCTA.

All non-NA locations (codes 2, 3, 4, 5, 6) are to include removals:

10: Removing existing bus stop sign from current post or utility pole OR

11: Removing existing bus stop sign and accompanying breakaway and post from grass/dirt/gravel

NOTE: LCTA does not have an exact of number for each type of removal. Estimated numbers of signs to remove are listed on the right hand side of the spreadsheet. All existing old route signage should be removed regardless of whether or not it's being replaced. (Estimated number of signs for removal: 1,200 - 1,300)

Appendix E

Appendix E – Route Numbers, Bus Stop Code & Bus Locator Text Numbers

Route Numbers:

Number of labels needed per route. (including extras)

ROUTE NUMBER LABELS NEEDED (including extra)

1	85
2	64
3	46
5	70
6	78
7	49
8	78
10	48
11	118
12	76
13	86
14	110
15	69
16	101
17	65
18	47
19	45
22	90

PM Route Label Numbers:

Route		# of labels (plus extras)			
51		150			
52		100			
53		100			
54		50			
55		50			

Bus Stop Code & Bus Locator Text Numbers:

The baseline number of stops codes is 746 (Column A of Excel Spreadsheet).

(Note: Column G of Excel Spreadsheet... The private property locations will be given more than one sign).

The number of labels needed for the stop codes is 746... private property locations will be receiving more than one sign (the sum of Column G).

Quantities:

- 746 labels for stop codes
- 746 labels for the Bus Locator text number (including NA locations where extra signage is provided).
- 1000 **(BLANK)** white labels to accommodate route number changes which may occur.

APPENDIX F

Appendix F - GENERAL INSURANCE REQUIREMENTS

Insurance - The VENDOR/CONSULTANT/CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the:

VENDOR/CONSULTANT/CONTRACTOR and designating LCTA including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the VENDOR's/CONSULTANT's/CONTRACTOR's work. If necessary, certificates of insurance and any additional insured endorsements shall be furnished to LCTA prior to the effective date of this Agreement/Contract.

a. The Contractor shall procure and maintain, at his own cost and expense, during the entire period of the performance under this contract, the following types of insurance:

(1) WORKER'S COMPENSATION: A policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to any of the Contractor or subcontractor personnel with the U. S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these requirements.

Worker's Compensation: STATUTORY

Employer's Liability - Each Accident: \$1,000,000

Disease Policy Limits: \$1,000,000

Disease - Each Employee: \$1,000,000

(2) Not Used

(3) COMMERCIAL / COMPREHENSIVE GENERAL LIABILITY:

The Contractor and any Subcontractor shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The liability insurance maintained by the Contractor and any Subcontractor shall include, at a minimum, the following coverage;

Premises - Operations

Contractual – This contract

Independent Contractors

Broad Form Property Damage / Fire Legal Liability

The minimum Limit of Liability shall be:

Bodily Injury (per person / occurrence) \$1,000,000

Property Damage (per occurrence) \$ 50,000

Or

Combined Single Limit per Occurrence \$1,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$1,000,000 per policy year.

The Commission shall be included as an additional insured under the coverage for Commercial General Liability insurance with respect to all activities under this contract and shall provide a copy to the contracting officer.

b. SPECIAL PROVISIONS OF INSURANCE FURNISHED BY CONTRACTOR

(1) The Contractor shall forward to the Contracting Officer for approval a certificate, or certificates, issued by the insurer(s), of the insurance required under the foregoing provisions, including special endorsements. Such certificate(s) shall be in a form satisfactory to the Commission and shall list the various coverages and limits.

Insurance companies providing the coverage must be acceptable to Commission; rated by A.M. Best and carry at least an "A" rating. In addition to any provisions herein before required, a provision of such insurance policies shall be that the policies shall not be changed or canceled, and they will be automatically renewed upon expiration and continued in full force and effect until final acceptance by the Commission of all work covered by the contract, unless the Commission is given thirty (30) days written notice before any change or cancellation is made effective. The Contractor shall promptly furnish the Contracting Officer with a certified copy of each insurance policy upon request.

(2) All insurance shall be procured from insurance or indemnity companies acceptable to the Commission/Jurisdiction and licensed and authorized to do business in Commonwealth of Virginia. Commission/Jurisdiction approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.

(3) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the Contracting Officer may terminate this contract for Default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Contractor and deducted from any payments due the Contractor.

(4) Any contract of insurance or indemnification naming the Commission, the United States of America or any of its departments, agencies, administrators or authorities, as an insured, shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the Commission or the United States of America, et al., are not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.

Appendix G

Appendix G – Prompt Payment of DBE Subcontractors

In accordance with the Authority's DBE participation policy, the following terms shall be recognized by the prime contractor when utilizing a DBE subcontractor:

The contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to LCTA, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by the Luzerne County Transportation Authority, the contractor shall, within ten (10) days after receipt of the payment made by LCTA, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with the LCTA's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing to LCTA (with a separate notice to the LCTA's Office of Civil Rights if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should the Luzerne County Transportation Authority make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after LCTA has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by LCTA's inspection and approval, all retainage owed to the subcontractor. LCTA's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 (thirty) days from the receipt of each payment the prime contract receives from LCTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LCTA or its designated project manager, engineer or agent. This clause applies to both DBE and non-DBE subcontracts.

The prime contractor agrees to return retainage payments to each subcontractor within 30 (thirty) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of LCTA or its project manager, engineer or agent. This clause applies to both DBE and non-DBE subcontracts.