

Lehigh and Northampton Transportation Authority (LANTA)
Request for Proposals (RFP)
Bus Stop Sign Production with Option for Bus Stop Signage Installation Services

The Lehigh and Northampton Transportation Authority, herein referred to as LANTA, is seeking to contract the services of a qualified firm for the production of **up to** 3,000 bus stop signs. Proposers have an additional option to submit a proposal for bus stop sign installation services as described below.

A complete Request for Proposals package is available by contacting Ann Marie Ganchoso at LANTA, (610) 435-4517x158 or aganchoso@LANtabus.com. One electronic copy and three (3) spiral bound copies of the proposal are due at the offices of LANTA no later than 2:00 p.m. Monday, April 24, 2017. 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) Price per sign and production quality, based upon the proposed materials and expected product life and/or price per work category if submitting a proposal for installation services;
- (4) Reliability based on reports from references;
- (5) Product 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 Disadvantaged Business Enterprise (DBE) participation and/or joint bids where one or more of the bid participants are DBE firms and/or Veteran's Administration (VA) certified Veteran Owned Small Businesses (VOSB) and Service Disabled Veteran Owned Businesses (SDVOB). Proposers claiming VOSB, SDVOB, and/or DBE certification should include SBA/VA documentation verifying their status.

Proposals and questions regarding this project should be directed to:

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Administrative Services Specialist
Lehigh & Northampton Transportation Authority
1060 Lehigh Street
Allentown, PA 18103
Telephone: (610) 435-4517 x158
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PART 1: INSTRUCTIONS TO PROPOSERS

1.01 PROPOSAL NOTICE

LANTA is seeking proposals for the production of **up to** 3,000 bus stop signs, over a three (3) year time period, with the option of two (2) one-year renewals, upon the mutual written agreement of both parties. 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 standalone proposal.

Spiral bound proposals in triplicate (3 copies) will be received by the Lehigh and Northampton Transportation Authority (LANTA), Allentown, Pennsylvania until 2:00 p.m. prevailing time on Monday, April 24, 2017, along with one electronic copy, submitted via a CD or USB, of the original proposal and its supporting materials, at which time and place bids will be opened for tabulation and publicly read aloud. Any attachments of backup material will only require a single copy.

Detailed specifications, proposal forms may be obtained free of charge from AnnMarie Ganchoso, Administrative Services Specialist, at the offices of LANTA, located at 1060 Lehigh Street, Allentown, Pennsylvania 18103, before the above stated time and date or by telephoning (610) 435-4517 x158.

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

LANTA 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 the Comptroller General's list of ineligible bidders. All proposals must remain in effect for ninety (90) days from the date of proposal opening.

By order of the Lehigh and Northampton Transportation Authority

Owen P. O'Neil, Executive Director

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 equipment 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, equipment 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 equipment 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 Ann Marie Ganchoso.

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 LANTA, who shall reduce its decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of LANTA 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 LANTA'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 equipment, 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

March 10, 2017	Request for proposals released
April 10, 2017	Written questions from proposers due by 2:00 PM prevailing time
April 14, 2017	Responses to questions provided
April 24, 2017	All proposals due by 2:00 PM prevailing time
April 24-28, 2017	Evaluation Committee meets
May 1-5, 2017	Interviews (if necessary)
May 2017	Anticipated contract award by Board of Directors
June 1, 2017	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 LANTA by 2:00 PM prevailing time on April 10, 2017 (Optional).
- Proposal prepared including the following elements:
 - Description of equipment, 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 (USB or CD only) and three (3) spiral bound copies of the proposal, along with a single copy of any supporting materials, submitted by April 24, 2017.

PART 2: SPECIFICATIONS

The Lehigh and Northampton Transportation Authority (LANTA) is seeking proposals for the production of **up to** 3,000 bus stop signs. 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. LANTA 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 18" sign shown in the schematic as well as a 12" x 24" optional sign. The 12" x 24" sign would follow the same graphic layout as the 12" x 18" sign shown with the exception that the 9" white middle section of the 12" x 18" sign shown would be 15" long on the 12" x 24" sign. Holes should be placed to allow for cantilever mounting to a U-Channel pole, as shown below.

Top hole is $\frac{3}{8}$ " in diameter, positioned $1\frac{1}{2}$ " from left and $2\frac{1}{2}$ " from top edges to center of hole. Bottom hole is $\frac{3}{8}$ " in diameter, positioned $1\frac{1}{2}$ " from left and $2\frac{1}{2}$ " from bottom edges to center.



2.02 MATERIALS SPECIFICATIONS

Signs should be .080 gauge aluminum, with rounded corners and a reflective coating. Proposers should specify the nature of the proposed sign's reflective properties.

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 CHANNEL 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 Lehigh and Northampton Counties, Pennsylvania and/or in Carbon County, Pennsylvania:

- A. Signage and channel installation and replacement scenarios:
1. Removing existing bus stop sign, while leaving the channel and breakaway in place, and installing new sign on the existing channel.
 2. Installing new breakaway and channel in concrete/asphalt and installing new sign on new channel.
 3. Installing new breakaway and channel in grass/dirt/gravel and installing new sign on new channel.
 4. Installing new sign on an existing 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 upper channel on existing breakaway and installing new bus stop sign.
 8. Replacing damaged breakaway in grass/dirt/gravel, reinstalling existing upper channel and installing new bus stop sign.
 9. Replacing damaged breakaway in concrete/asphalt, reinstalling existing upper channel and reinstalling bus stop sign.
 10. Removing existing bus stop sign only from current channel or utility pole.
 11. Removing existing bus stop sign and accompanying breakaway and channel from grass/dirt/gravel.
 12. Removing existing bus stop sign, breakaway, and channel from concrete/asphalt and patching concrete as necessary to ensure an even surface in place of the breakaway.
 13. Installing vinyl "Bus Stop Bag" covers (provided by LANTA) over new / existing bus stop signs and securing to U-channel via zip tie. (See Appendix B for picture demonstrating this work)
 14. Removing vinyl "Bus Stop Bag" covers from bus stop signs.
 15. Applying a vinyl route logo decal to an existing bus stop in the field and/or applying reflective patch over a route decal on a bus stop sign in the field.
- B. Please indicate any cost differential for the location of the work order.

- C. Signage and channel installation and replacement work orders are required to be completed within fourteen (14) calendar days of a work order being submitted. Work orders will be submitted electronically to the vendor with detailed information specifying the location of the work.

PART 3: GENERAL CONDITIONS AND PROVISIONS

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 Urban Mass Transportation Act of 1964 as amended. 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 LANTA offices, 1060 Lehigh Street, Allentown, PA 18103.

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. LANTA 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 the Comptroller General's list of ineligible 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, LANTA, 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 equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the 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 LANTA 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 LANTA 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, LANTA 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 equipment, 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 LANTA 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 LANTA, 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 LANTA, 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 Channel Installation contract.
 - a. If all 3,000 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 3,000 signs are not ordered in the initial purchase order than this contract shall expire after a period of three (3) years, or once 3,000 signs are ordered, whichever of the two occurs first.
 - b. The Signage and Channel Installation contract shall expire after a period of three (3) years, 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, LANTA will terminate for default. No agreement by the parties is required before LANTA terminates the contract. In such event, all work completed by the contractor under this contract, shall be provided to LANTA 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 LANTA if grounds for the waiver exist.

3.08 PROTEST AND APPEAL PROCEDURES

- A. The Lehigh and Northampton 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 Lehigh and Northampton 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 Lehigh and Northampton 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 LANTA with regard to the specifications by a prime contractor or an adversely affected subcontractor must be submitted in writing and received by LANTA 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 LANTA.
- 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 LANTA. There shall be no protests of the specifications after bid opening.
- H. With regard to LANTA Board of Directors actions after bid opening, bidder may protest said action. Protests are to be filed with LANTA in writing no later than five (5) days after the action taken by the LANTA Board of Directors.
- I. Appeals from decisions of LANTA 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 "LANTA or purchaser" used in this specification means the Lehigh and Northampton 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 must be submitted on the forms provided and in the manner described. Bids submitted in any other form will be considered non-responsive and will be rejected.

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 LANTA and members of the Board of LANTA 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 LANTA of the methods of doing the work or delivering the equipment or the failure of LANTA 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, LANTA 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 LANTA 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 LANTA.

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 Lehigh, Northampton and/or Carbon 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 Lehigh.

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 equipment 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 equipment 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 equipment meets or exceeds the specification. Any deficiencies identified must be rectified by the supplier.

3.19 DELIVERY

Delivery of the equipment 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 five (5) days after delivery, the purchaser will inspect the equipment to determine if it is in an acceptable operating condition. The purchaser will notify the bidder, in writing, within five (5) days after delivery if the equipment 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 five (5) 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 equipment 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 equipment in compliance with this IFB. The purchaser will accept or reject the resubmitted equipment within five (5) 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 equipment 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 IFB, the purchaser will be reimbursed for all costs incidental thereto, including material, labor and overhead.

3.20 TERMS OF PAYMENT

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 Lehigh and Northampton Transportation Authority will be made within thirty (30) days of receipt of an approved invoice.

If the equipment 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 equipment 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 equipment at his expense.

Delivery and acceptance of the equipment 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 equipment 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

The bidder shall comply with all warranties at a location within a twenty-five (25) mile radius of the purchaser. 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 equipment. The bidder shall give his best estimate of the time that will be required to deliver most replacement parts and provide normal maintenance and service required. Each bidder must guarantee in his bid that replacement parts will be available for a period of not less than ten (10) years. The bidder shall also provide the present minimum and hourly charge of the identified service company. The availability of parts and adequate service is considered an essential part of these specifications. Bids will be evaluated accordingly.

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 equipment is not called for, they must be equal to or better than original equipment. 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.

Lehigh and Northampton Transportation Authority
Request for Proposals
Bus Stop Sign Production with Option for Bus Stop Signage Installation Services
PRICING FORM

Firm Name	
Address	

Unit	Information for unit	
Price per sign 12" x 18" sign		
Price per sign 12" x 24" sign		
Meets materials specifications?	Yes ____	If no, please attach explanation
Product life of standard sign in years		
Optional product life extension available	Yes ____	
Product life extension above standard in years		
Price per sign for option		

Optional Bus Stop Signage Installation Services

Installation Scenario	Price
Removing existing bus stop sign, while leaving the channel and breakaway in place, and installing new sign on the existing channel.	
Installing new breakaway and channel in concrete/asphalt and installing new sign on new channel	
Installing new breakaway and channel in grass/dirt/gravel and installing new sign on new channel	
Installing new sign on an existing channel	
Installing new sign on a utility pole	
Installing new sign on a pedestrian light pole or other metal pole using brackets	
Replacing damaged upper channel on existing breakaway and installing new bus stop sign.	
Replacing damaged breakaway in grass/dirt/gravel, reinstalling existing upper channel and installing new bus stop sign	
Replacing damaged breakaway in concrete/asphalt, reinstalling existing upper channel and reinstalling bus stop sign	
Removing existing bus stop sign from current channel or utility pole.	
Removing existing bus stop sign and accompanying breakaway and channel from grass/dirt/gravel.	
Removing existing bus stop sign, breakaway, and channel from concrete/asphalt and patching concrete as/if necessary to ensure an even surface in place of the breakaway	
Installing vinyl "Bus Stop Bag" covers (provided by LANTA) over new / existing bus stop signs and securing to U-channel via zip tie.	
Removing vinyl "Bus Stop Bag" covers from bus stop signs.	
Applying a vinyl route logo decal to an existing bus stop in the field and/or applying reflective patch over a route decal on a bus stop sign in the field.	
Cost differentials based on location of work order? Yes ____ No ____	
If yes, please attach an explanation of any cost differentials.	

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

Lehigh and Northampton Transportation Authority
1060 Lehigh St.
Allentown, PA 18103

TO: LANTA, Allentown, Pennsylvania

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment 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
Lehigh and Northampton Transportation Authority
1060 Lehigh St.
Allentown, PA 18103

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 Lehigh and Northampton 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 _____

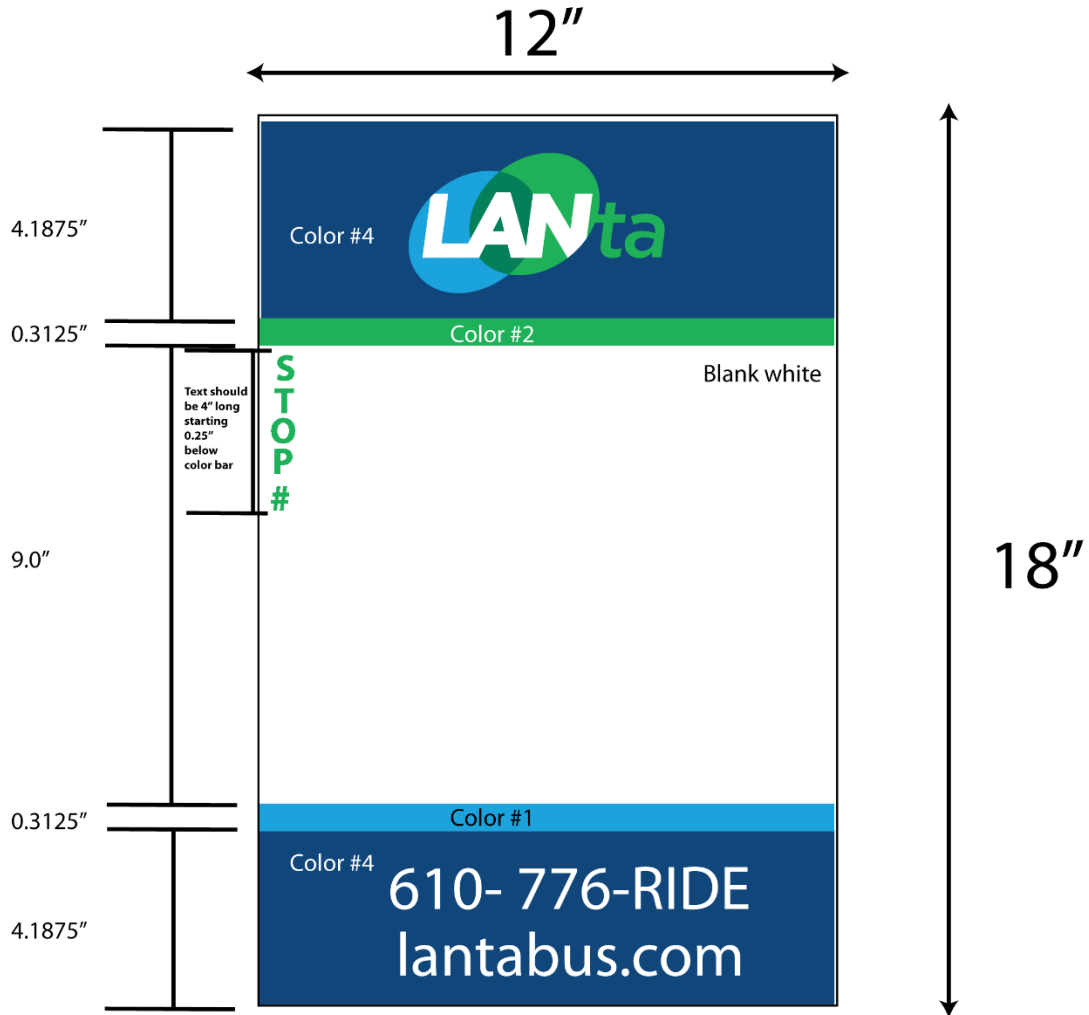
(SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

Appendix A – LANTA BUS SIGN SCHEMATICS

LANta Bus Stop Sign Schematic
Front Side



Color #1 - Logo Blue = PMS Code 2295 (R-0, G-164, B-228)

Color #2 - Logo Green = PMS Code 354 (R-0, G-177, B-89)

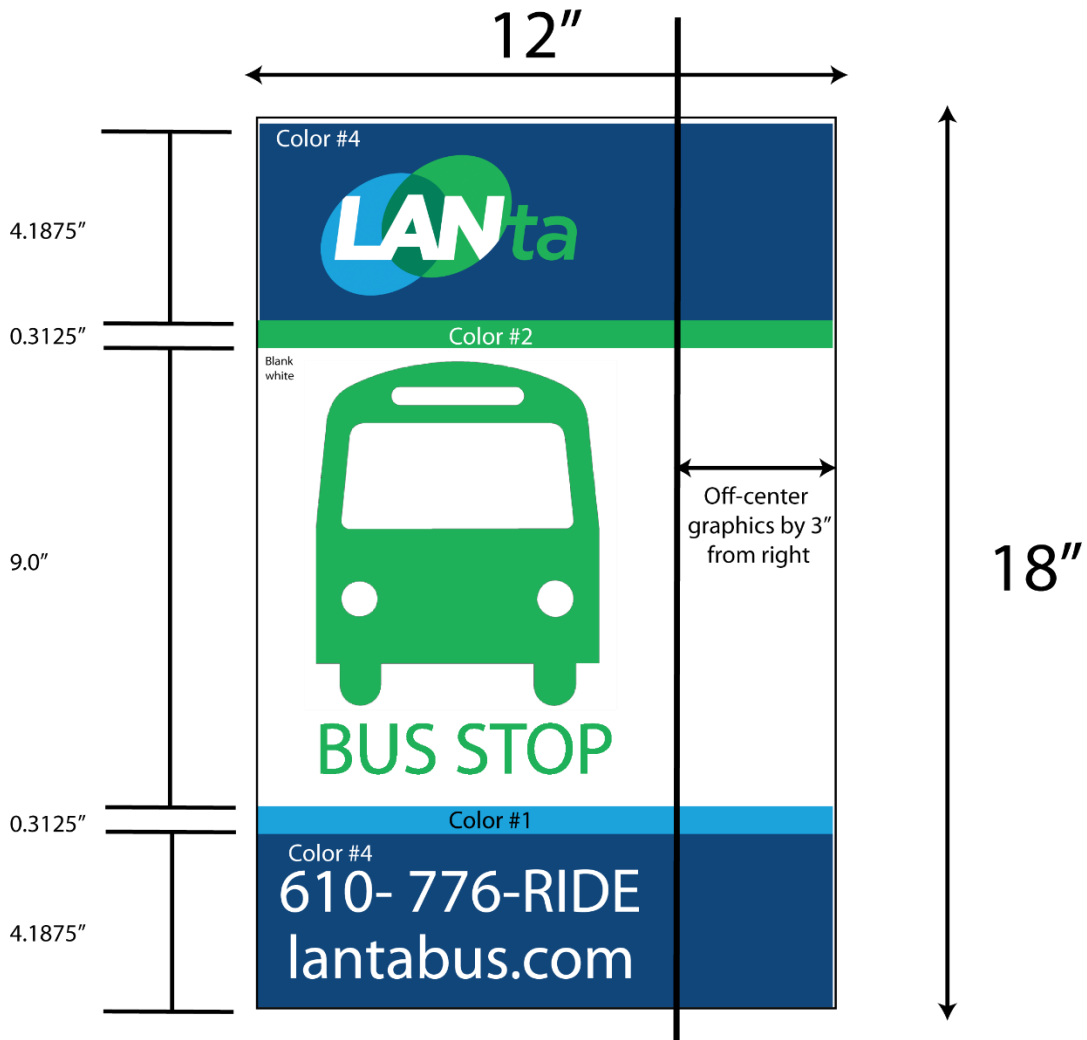
Color #3 - Logo Overlap = PMS Code 3415 (R-0, G-128, B-88)

Color #4 - Background = PMS Code 295 (R-0, G-68, B-124)

Fonts for phone number and web site should be Myriad Pro Regular, approximately 1.5" tall, white;

LANTA logo to be provided

LANta Bus Stop Sign Schematic Back Side



Color #1 - Logo Blue = PMS Code 2295 (R-0, G-164, B-228)
 Color #2 - Logo Green = PMS Code 354 (R-0, G-177, B-89)
 Color #3 - Logo Overlap = PMS Code 3415 (R-0, G-128, B-88)
 Color #4 - Background = PMS Code 295 (R-0, G-68, B-124)

Fonts for phone number, web site and word "BUS STOP" should be Myriad Pro Regular (or similar), approximately 1.5" tall, white;
 LANTA logo to be provided

Appendix B – LANTA VINYL BUS STOP BAGS

