

REQUEST FOR PROPOSAL  
EXHIBITS

FOR THE PROCUREMENT  
OF A  
COMPLETE VALIDATING BUS FAREBOX,  
REVENUE AND  
DATA COLLECTION SYSTEM

**5DEC11FC**

**PROPOSAL FORM**

MCTA  
P.O. Box 339  
Scotrun, PA 18355

To Whom It May Concern:

In conformity with and acceptance of the specifications and the Contract Documents, including all the clauses attached to this document, the undersigned submits this Proposal and guarantees the validity of same for a period of ninety (180) days after date hereof. It is understood that this Proposal Form and all attached clauses, specifications, and documents, constitutes a legal and binding contract when accepted and signed by the Authority, to proceed with the purchase of the goods and services intended by this proposal.

It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the proposal is made out without collusion with any person, firm, or corporation.

Bidder agrees that, if awarded the contract, bidder will furnish and deliver all materials, and will execute the contract in accordance with the specifications to the complete satisfaction and acceptance of the Authority.

It is understood that the Authority reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of MCTA. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract, and that the judgment of MCTA shall be binding on these considerations.

The bidder agrees that bidder will not assign the bid or any of bidder's rights or interests hereunder without the written consent of MCTA.

**THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ATTACHMENTS TO THE RFP:**

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DATE FIRM NAME

---

BY SIGNATURE AND TITLE

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

**NON-COLLUSION AFFIDAVIT**

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm, or corporation.

\_\_\_\_\_  
NAME OF INDIVIDUAL, PARTNERSHIP, OR CORPORATION

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED PERSON

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)\_\_\_\_\_

certifies, by submission of this proposal, that neither it nor its "principals" as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)\_\_\_\_\_

is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract),

(Name of Firm)\_\_\_\_\_

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official:\_\_\_\_\_

The undersigned chief legal counsel for the

(Name of Firm)\_\_\_\_\_

hereby certifies that the

(Name of Firm)\_\_\_\_\_

has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney:\_\_\_\_\_

Date\_\_\_\_\_

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

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.

(2) DBE Obligation. The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged and women business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap, or disability in the award and performance of DOT-assisted contracts.

The Contractor hereby agrees to subcontract a minimum of \_\_\_\_\_% of the contract to disadvantaged business enterprises.

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DATE FIRM NAME

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## COMMONWEALTH NON-DISCRIMINATION CLAUSE

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

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

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

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color religious creed, ancestry, national origin, age, sex, handicap, or disability.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

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

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

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DATE

FIRM NAME

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BY SIGNATURE AND TITLE

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## DEBARMENT CERTIFICATION

The bidder hereby certifies to the best of its knowledge and belief that its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Pennsylvania, the Federal Government or other states.
- 2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within the preceding three-year period had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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### AMERICANS WITH DISABILITIES ACT COMPLIANCE

The undersigned agrees to comply with, and assure that any third party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC && 12101 et seq. and 49 USC & 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC & 794; Section 16 of the Federal Transit Act, as amended, 49 USC app. & 1612; and the following regulations and any amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- 5) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 6) General Services Administration regulations, "Construction and Alteration of Public Buildings," and "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 8) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- 9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

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## TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The undersigned agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC & 2000d; U.S. DOT regulations, “nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21.

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DATE

FIRM NAME

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## LOBBYING CERTIFICATE

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Req. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, *et. seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
DATE FIRM NAME

\_\_\_\_\_  
BY SIGNATURE AND TITLE

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## NOTICE OF FEDERAL REQUIREMENTS

The undersigned understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The undersigned agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by express language in Part I of the Federal Transit Administration Agreement, or a letter signed by the Federal Transit Administrator the language of which modifies or otherwise conditions the text of a particular provision of Part II of the Federal Transit Administration Agreement. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the undersigned agrees to include in all sub-assistance agreements and third party contracts financed with Government (FTA) assistance specific notice that Federal requirements may change and the changed limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

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## ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The undersigned recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC §§ 4331 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq.

The undersigned also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the forms of regulations, guidelines, standards, orders, or other directives that may affect the Project.

Accordingly, the undersigned agrees to adhere to, and impose on its subcontractors, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are the requirements of particular concern to the FTA. The undersigned expressly understands that this list does not constitute his or hers entire obligation to meet Federal requirements.

a. Environmental Protection. To the extent applicable, compliance with the requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app. §§ 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations "Environmental Impact and Related Procedures," at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Pollution. Compliance with the joint FHWA/FTA regulations, "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects" 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600;; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

c. Energy Conservation. The undersigned and its third party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC § 6321 et seq.

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DATE FIRM NAME

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BY SIGNATURE AND TITLE

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## CONTRACTOR INTEGRITY

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

### 1. DEFINITIONS

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

- 7. Except with the consent of MCTA and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- 8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify MCTA in writing.
- 9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
- 10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with MCTA or which are otherwise relevant to the enforcement of these provisions.
- 11. For violation of any of the above provisions, MCTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with MCTA or Commonwealth. These rights and remedies are in addition to those the Commonwealth or MCTA may have under law, statute, regulations, otherwise.
- 12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or MCTA except in the following instances:

(if None write NONE)

1. \_\_\_\_\_

2. \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn and subscribed to before me this date \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

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

## BIDDER/CONSULTANT INFORMATION

The following information must be provided.

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Name of Individual, Partnership, or Corporation.

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Mailing Address

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City

State

Zip Code

---

---

Business Address(if different from Mailing Address)

---

City

State

Zip Code

---

---

Contact Person

---

Area Code & Telephone

---

Area Code & Fax Number

---

Authorized Person and Title

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Signature of Authorized Person and Date

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

**CONTRACT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Monroe County Transit Authority, a Municipal Authority of the Commonwealth of Pennsylvania, herein called the Authority, and \_\_\_\_\_ herein called the Contractor.

**WHEREAS** the Authority has authorized the purchase of certain items in accordance with specifications hereto attached and made part hereof; and

**WHEREAS** the Authority, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Authority and the Contractor in consideration of the requirements, terms and conditions of the said Specifications and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

1<sup>st</sup>: The parties hereto recognize the said Specifications and Proposal as the basis of this agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this agreement which are not expressed in said Specifications and Proposal or written in this agreement.

2<sup>nd</sup>: The Contractor agrees to furnish \_\_\_\_\_

\_\_\_\_\_ included in his Proposal and to faithfully perform and complete all work connected therewith in full conformity with said Specifications and Proposal and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Authority agrees to pay the Contractor and the Contractor agrees to accept from the Authority in full settlement therefore, the total sum or contract price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, at the time, in the manner, and under the conditions names in said Specifications.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the date first above written.

\_\_\_\_\_  
Contractor Seal

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
MCTA Secretary

\_\_\_\_\_  
MCTA Board President